

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACA65-01-B-0005	2. TYPE OF SOLICITATION <input checked="checked" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 16-Jan-2001	PAGE OF PAGES 1 OF 111
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**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W26GLG-0346-9623	6. PROJECT NO. 5912925
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7. ISSUED BY CONTRACTING DIVISION US ARMY ENGR DIST NORFOLK ATTN: CENAO-CT 803 FRONT STREET  NORFOLK, VA 23510-1096	CODE DACA65	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i>  <b>See Item 7</b>
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9. FOR INFORMATION CALL:	A. NAME DEBORA S GRAY	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (757) 441-7551
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**SOLICITATION**

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*  
Acid Sewer Upgrade, Radford AAP, VA  
IFB NO. DACA65-01-B-0005, ACID SEWER UPGRADE, RADFORD AAP, VA

This project is for the construction and upgrade of five separate acid waste/acid sewer areas at the Radford Army Ammunition Plant. The ammunition plant is located on the western edge of the County of Radford, Virginia.  
The project includes four gravity systems and a pump station upgrade in the NAC/SAC Building 735-2. The gravity system upgrades include the C-Line, the AB Acid Area adjacent to Building 718, a powerhouse blow down line replacement, and the AB Acid Area at Acid Waste Manholes 625 and 626. Upgrades to the NAC/SAC pump station include the replacement and resizing of an existing in-ground acid waste storage tank/wet well, and the replacement and resizing of an existing single circulation pump to a two-pump system.

THIS IS A 100% SMALL BUSINESS SET-ASIDE      SIC CODE 1623

DRAFT

11. The Contractor shall begin performance within <u>30</u> calendar days and complete it within <u>300</u> calendar days after receiving <input type="checkbox"/> award, <input checked="checked" type="checkbox"/> notice to proceed. This performance period is <input checked="checked" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)	
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12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="checked" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS  10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 02:00:00 (hour) local time 2/13/01 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**SOLICITATION, OFFER, AND AWARD (Continued)***(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14)  <b>See Item 14</b>
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS***(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN  
OFFER (Type or print)

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

**SEE SCHEDULE**

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)
26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY
		CODE

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)
30B. SIGNATURE	30C. DATE
31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

SECTION 00010 Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE BID FFP - Completion of all work shown, and specified in the plans and specifications for upgrades to the acid sewer, not including the work included in Items 0002 thru 0003. PURCHASE REQUEST NUMBER W26GLG-0346-9623	1.00	Lump Sum		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	OPTIONAL ITEMS FFP - Powerhouse Blow Down Replacement as specified.	1.00	Lump Sum		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	FFP - All work at AB Line Acid Area (MH625/626) as specified.	1.00	Lump Sum		

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## SECTION 00100 Bidding Schedule/Instructions to Bidders

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@dnb.com](mailto:globalinfo@dnb.com).

(End of provision)

## 52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

(End of provision)

## 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

#### 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

#### 52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

#### 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

#### 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

#### 52.214-12 PREPARATION OF BIDS (APR 1984)

(a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.

(b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, bidders shall (1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

(End of provision)

#### 52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

#### 52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.



(End of provision)

**52.225-10 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT--CONSTRUCTION MATERIALS (FEB 2000)**

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

**52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)**

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

## 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Chief, Contracting Office, 803 Front Street, Norfolk, VA 23510-1096.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Southwestern Virginia Area Office

Address: Radford, VA

Telephone: 540-639-7656

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

## 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any \_\_\_\_\_ (48 CFR Chapter \_\_\_\_\_) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

## E4LC CONSTR 02 AWARD TO RESPONSIBLE OFFEROR

Responsibility will be determined, prior to award, by the Contracting Officer, either by performing a pre-award survey or conclusions based on a previous pre-award survey and/or any performance data available. A pre-award survey will be performed and the offeror will be required to show that he has the necessary capital, experience, and owns or can procure the necessary plant or other resources to commence the work at the time prescribed in the specifications and thereafter to prosecute and complete the work safely and satisfactorily within the time specified.

## E4LC CONSTR 03 AMOUNT OF BID OR OFFER GUARANTEE

Bid or offer guarantee in a penal sum of 20 percent of the bid price or \$3,000,000, whichever is the lesser, will be required if the bid or offer price is in excess of \$25,000. If the guarantee is submitted in the form of a bid bond, Standard Form 24 will be used and the bond penalty may be expressed in terms of a percentage of the bid or offer price or may be expressed in dollars and cents.

#### E4LC CONSTR 04 EVIDENCE OF AUTHORITY TO SIGN OFFERS

Evidence of the authority of individuals signing offers to submit firm offers on behalf of the offeror is required except where the offer is signed, and shows that it is so signed, by: the President, Vice-President, or Secretary of an incorporated offeror; a partner in the case of a partnership; or the owner in the case of a sole proprietorship. Failure to submit with the offer satisfactory evidence of the authority of all other persons may be cause for rejection of the offer as invalid or nonresponsive.

#### E4LC CONSTR 05 PREAWARD SAFETY CONFERENCE

a. Where an apparent low bidder, in performance of contracts during the previous three-year period, incurred one or more accidents, or where, in the opinion of the Contracting Officer, there is any question regarding this compliance with any safety or accident prevention requirement, such bidder, on request of the Contracting Officer prior to any award under this solicitation, shall attend a conference with representatives of the Contracting Officer to discuss any such accidents or non-compliance, the reason for their occurrence, and measures which will be taken to preclude any recurrence thereof.

b. Information elicited at this conference will be used by the Contracting Officer, in conjunction with other information obtained in a preaward survey, in determining the bidder's responsibility.

c. The items discussed, the preventive measures considered, and any conclusions reached in this conference shall be recorded in minutes of the meeting, which shall be authenticated by the signatures of representatives of the bidder and the Contracting Officer, and any procedures noted therein as agreed upon shall become an obligation of the bidder, along with all other safety and accident prevention requirements of the contract, if award is made to him.

#### E4LC CONSTR 06 INSPECTION OF THE SITE

Prospective bidders are invited to visit the site of the work in order to acquaint themselves as to site conditions and other problems incident to the prosecution of the work. Arrangements for inspection of the site shall be made through the Office the the Area Engineer identified in the clause 52.236.27, entitled "SITE VISIT (CONSTRUCTION)."

#### E4LC CONSTR 07 SUBCONTRACTING PLAN

If the offeror is a large business and the offer amount exceeds \$1,000,000.00, he shall submit a subcontracting plan within three (3) working days of being notified (either verbally or in writing) that he is the apparent low bidder or is otherwise in line for award. The subcontracting plan shall be reviewed and approved by the Contracting Officer prior to award.

#### E4LC CONSTR 08 MAGNITUDE OF CONSTRUCTION PROJECT

The estimated contract price of the work for this project is estimated to be between \$1,000,000.00 and \$3,000,000.00.

#### E4LC CONSTR 09 BASIS OF AWARD

All blanks must be filled in by the bidder. A single award will be made to the lowest responsible, responsive bidder on the basis of the total price bid. Prior to making an award, a pre-award survey will be made and the low bidder will be required to show that he has the necessary capital, experience, and owns or can procure the necessary plant to commence the work at the time prescribed in the specifications and thereafter to prosecute and complete the work safely and satisfactorily within the time specified.

#### E4LC CONSTR 10 UNBALANCED OFFERS

Any offer which is materially unbalanced as to prices for the Base Items and the Optional Items may be rejected as non-responsive or otherwise not considered for award.

An unbalanced offer is one which is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

#### E4LC CONSTR 23 INCURRING COSTS

The Government is not liable for any costs incurred by the offeror submitting an offer in response to this solicitation.  
52.0000-4009 CONTRACTOR PERFORMANCE AND BANKING INFORMATION

1. Prior to awarding a contract, the Government must conduct a PRE-AWARD SURVEY of the firm selected for award. In order for us to minimize delays in conducting the survey and awarding the contract, you are requested to provide the following information with your offer:

- a. BANK:                Branch/Location  
                                 Point-of-Contact  
                                 Telephone Number/Fax Number

Please contact the bank in advance so they will release the necessary information regarding average balances in your operating accounts, lines of credit, and credit history.

- b. 3 CURRENT PROJECTS OF SIMILAR SCOPE AND SIZE:

Project Title/Contract Number  
Customer  
Point-of-Contact  
Telephone Number/Fax Number  
\$ Value  
% Complete  
Scheduled Completion Date

- c. 3 COMPLETED PROJECTS OF SIMILAR SCOPE AND SIZE:

Same as CURRENT PROJECTS; however, in lieu of "% Complete" and "Scheduled Completion Date," provide "Completion Date."

d. DO NOT PROVIDE VOLUMINOUS LISTINGS OF YOUR FIRM'S CONTRACTING HISTORY.

2. If you wish to shield this information from public view at the bid opening, the information may be placed in an envelope with the following legend:

PRE-AWARD SURVEY INFORMATION

SOLICITATION NO. \_\_\_\_\_

<YOUR FIRM'S NAME>

## SECTION 00600 Representations &amp; Certifications

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

## 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

#### 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract



award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is (insert NAICS code).

(2) The small business size standard is 1623.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

( ) Black American.

( ) Hispanic American.

( ) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

( ) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

( ) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

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(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

#### 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 1997)

(a) Definitions. As used in this provision--

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b) Representation. The offeror represents that it--

( ) is ( ) is not a Historically Black College or University;

( ) is ( ) is not a Minority Institution.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

#### E4LC CONSTR 01 CORPORATE CERTIFICATE

Note: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

#### CERTIFICATE

I, \_\_\_\_\_, certify that I am \_\_\_\_\_ of the

corporation named as Contractor herein, that \_\_\_\_\_, was then the

\_\_\_\_\_ of said corporation; that said contract was duly signed for and in behalf of said

corporation of authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Signature)

(Corporate Seal)

#### E4LC CONSTR 18 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING

(a) The Offeror is requested to enter its CAGE code in the space provided below. The CAGE code entered must be for that name and address.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting

Officer to request one in accordance with the provisions of DFARS 52.204-7001 in the section of this solicitation entitled "Instructions to Bidders."

(c) Do not delay submission of the offer pending receipt of a CAGE code.

CAGE Code: \_\_\_\_ \_

( ) UNKNOWN

#### E4LC CONSTR 26      SMALL BUSINESS STANDARD FOR DREDGING

(a) FAR 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATION, provides the SIC Code and small business size standard for dredging.

(b) Additionally, to be considered small, a firm must perform at least 40% of the yardage with its own dredging equipment or equipment owned by another small dredging firm.

## SECTION 00700 Contract Clauses

## CLAUSES INCORPORATED BY FULL TEXT

## 52.202-1 DEFINITIONS (OCT 1995) --ALTERNATE I (APR 1984)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) "Commercial component" means any component that is a commercial item.

(c) "Component" means any item supplied to the Federal Government as part of an end item or of another component.

(d) "Nondevelopmental item" means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

## 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--



(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

#### 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

## 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a

violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2) Rescind the contract with respect to which--
  - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--
    - (A) Exchanging the information covered by such subsections for anything of value; or
    - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
  - (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

#### 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be--
  - (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
  - (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
  - (3) For cost-plus-award-fee contracts--
    - (i) The base fee established in the contract at the time of contract award;
    - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
  - (4) For fixed-price-incentive contracts, the Government may--
    - (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
    - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse

impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(3) A special Government employee, as defined in section 202, title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of

a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as

provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

#### 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Printed or copied double-sided means printing or reproducing a document so that information is on both sides of a sheet of paper.

Recovered material, for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.



(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

#### 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

#### 52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

#### 52.214-26 AUDIT AND RECORDS--SEALED BIDDING. (OCT 1997)

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the modification; or

(4) Performance of the modification.

(c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

#### 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

#### 52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases

and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because

(1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:

(1) the actual subcontract; or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made:

(1) the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) Except as prohibited by subdivision (d)(2)(ii) of this clause:

(i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if:

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

#### 52.214-28 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall:

(1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at (FAR) 48 CFR 15.403-4(a)(1); and

(2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

#### 52.214-29 ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

(End of clause)

#### 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 120 calendar days from receipt of Notice to Proceed. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems,

assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

#### 52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

(2) Representatives of local union central bodies or similar labor union organizations have been consulted;

(3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION.  
(SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll



deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during

the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a

program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

#### 52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

#### 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or

Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
12.0%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Radford, Virginia.**

#### 52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color,

religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

## 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.



(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct

review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the

Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(a) ) Definitions. As used in this clause--

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job

applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

#### 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

#### 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

#### 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

- (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
- (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

#### 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

- (a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.



(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

#### 52.225-9 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or

work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: NONE [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

- (B) Unit of measure;
  - (C) Quantity;
  - (D) Price;
  - (E) Time of delivery or availability;
  - (F) Location of the construction project;
  - (G) Name and address of the proposed supplier; and
  - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral,

attach summary.  
Include other applicable supporting information.

(End of clause)

#### 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

#### 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute a not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an

interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

#### 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

#### 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG

1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101. to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

#### 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

#### 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

- (d) The contract price shall be decreased by the amount of any after-relieved Federal tax.
- (e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

#### 52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

#### 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

- (a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.
- (b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.
- (1) The Contractor's request for progress payments shall include the following substantiation:
  - (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
  - (ii) A listing of the amount included for work performed by each subcontractor under the contract.
  - (iii) A listing of the total amount of each subcontract under the contract.
  - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
  - (v) Additional supporting data in a form and detail required by the Contracting Officer.
- (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--
  - (i) Consideration is specifically authorized by this contract; and
  - (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.



(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

## 52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

#### 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

#### 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

- (a) Invoice payments. (1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

- (i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

- (A) The due date for making such payments shall be 14 days after receipt of the payment request by the designated billing office. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day after the date of the Contractor's payment request,

provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., prompt payment discount terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) For payments described in subdivision (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Any other information or documentation required by the contract.

(x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in subdivision (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that

may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment

penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under subdivision (e)(5)(i) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.

(f) Third-party deficiency reports. (1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subdivision (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under subdivision (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.



52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR  
REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

#### 52.233-1 DISPUTES. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

- (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
- (2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

#### 52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

## 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

#### 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

#### 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer

may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

#### 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

#### 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

#### 52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

#### 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

#### 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas

authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

#### 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

#### 52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

#### 52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

- (1) Provide appropriate safety barricades, signs, and signal lights;
  - (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
  - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- (c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
- (d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

#### 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

#### 52.236-17 LAYOUT OF WORK (APR 1984)



The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

#### 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

#### 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

#### 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

#### 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

#### 52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
  - (4) Directing acceleration in the performance of the work.
- (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating
- (1) the date, circumstances, and source of the order and
  - (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after
- (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.
- (f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) Definitions.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
  - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
  - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
  - (4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

#### 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not--
- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
  - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
  - (3) Constitute or imply acceptance; or
  - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

#### 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

#### 52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

#### 52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

- (i) In deliverable end item quantities only; or

- (ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

- (3) A separate, detailed cost estimate for

- (i) the affected portions of the existing contract requirement and

- (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

- (4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

- (5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's



price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract . . . . ., shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

#### 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of

termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) -  
ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

#### 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within

this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any \_\_\_\_\_ (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

#### 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

- (a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

#### 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

- (a) Definitions. As used in this clause—
  - (1) "Arising out of a contract with the DoD" means any act in connection with—
    - (i) Attempting to obtain;
    - (ii) Obtaining, or
    - (iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).



(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

#### 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

#### 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR

database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

#### 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

#### 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

#### 252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

#### 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

#### 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2000)

(a) The Contractor agrees to deliver under this contract only such of the following articles that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico --

- (1) Food;
- (2) Clothing;
- (3) Tents, tarpaulins, or covers;
- (4) Cotton and other natural fiber products;
- (5) Woven silk or woven silk blends;
- (6) Spun silk yarn for cartridge cloth;
- (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics;
- (8) Canvas products;
- (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles); or
- (10) Any item of individual equipment (Federal supply Classification 8465) manufactured from or containing such fibers, yarns, fabrics, or materials.

(b) This clause does not apply --

- (1) To supplies listed in FAR section 25.104(a), or other supplies for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
- (2) To foods which have been manufactured or processed in the United States, its possessions, or Puerto Rico;
- (3) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or
- (4) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--
  - (i) The fabric is to be used as a component of an end item that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(a) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

#### 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

#### 252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

- (2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.
- (c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.
- (d) The Contractor's proposal shall include a justification for any time extension proposed.

#### 252.236-7006 COST LIMITATION (JAN 1997)

- (a) Certain items in this solicitation are subject to statutory cost limitations. The limitations are stated in the Schedule.
- (b) An offer which does not state separate prices for the items identified in the Schedule as subject to a cost limitation may be considered nonresponsive.
- (c) Prices stated in offers for items subject to cost limitations shall include an appropriate apportionment of all costs, direct and indirect, overhead, and profit.
- (d) Offers may be rejected which--
  - (1) Are materially unbalanced for the purpose of bringing items within cost limitations; or
  - (2) Exceed the cost limitations, unless the limitations have been waived by the Government prior to award.

#### 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

#### 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

#### 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

- (a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.
- (b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

-----  
 (Official's Name)

-----  
 (Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to---

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD)  
 (MAR 2000)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items and Commercial Components clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
- (i) This contract is a construction contract; or
- (ii) The supplies being transported are--
- (A) Noncommercial items; or
- (B) Commercial items that--
- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure



to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the

written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

#### 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

#### 252.248-7000 PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS (MAY 1994)

Prepare value engineering change proposals, for submission pursuant to the value engineering clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

(End of clause)

#### E4LC CONSTR 27 REQUIREMENT FOR "PAYMENT AND PERFORMANCE BONDS" OR "PAYMENT BONDS ONLY"

If the resulting contract is awarded for an amount in excess of \$100,000, the contractor shall be required to provide both payment and performance bonds in accordance with FAR 52.228-15, "Performance and Payment Bonds--Construction." FAR 52.228-15 applies only to those contracts awarded for an amount in excess of \$100,000.

If the resulting contract is awarded for an amount in excess of \$25,000 but no more than \$100,000, the contractor shall not be required to provide a performance bond. The required payment bond shall be provided in accordance with FAR 52.228-13, "Alternative Payment Protections." FAR 52.228-13 applies only to those contracts awarded for an amount in excess of \$25,000 by no more than \$100,000.

Neither payment nor performance bonds are required for contracts awarded for an amount less than \$25,000.

#### E4LC CONSTR 12 REQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of performance under this contract, the following minimum insurance:

TYPE	AMOUNT
Workers Compensation	As required by State law
Employer's Liability	\$100,000 per person
General Liability	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle):	
Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property damage	\$20,000 per occurrence

Prior to commencement of work hereunder, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to

the Contracting Officer.

## SECTION 00800 Special Contract Requirements

## CLAUSES INCORPORATED BY REFERENCE:

E4LC	DEPARTMENT OF LABOR WAGE DECISION	FEB 2000
CONSTR 11	(CONSTRUCTION)	
52.211-12	Liquidated Damages--Construction	SEP 2000
52.211-10	Commencement, Prosecution, and Completion of Work	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## E4LC CONSTR 12      REQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of performance under this contract, the following minimum insurance:

TYPE	AMOUNT
Workers Compensation	As required by State law
Employer's Liability	\$100,000 per person
General Liability	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle):	
Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property damage	\$20,000 per occurrence

Prior to commencement of work hereunder, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

## E4LC CONSTR 13      PERFORMANCE OF WORK BY CONTRACTOR

Offeror's attention is directed to FAR 52.236-1, "Performance of Work by Contractor." Contractor is required to furnish a description of the work which will be performed by his own organization, (e.g., earthwork, paving, etc.), the percentage of the total work this represents, and the estimated cost thereof. Such description of work to be performed by the contractor's own organization shall be provided to the Contracting Officer within 10 days of contract award.

## E4LC CONSTR 14      PERFORMANCE EVALUATION OF CONTRACTOR

As a minimum, the Contractor's performance will be evaluated upon

final acceptance of the work. However, interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government. The format for the evaluation will be DD Form 2626, and the Contractor will be rated either "Outstanding," "Satisfactory," or "Unsatisfactory" in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised on any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation; all contractor comments will be made a part of the official record. In compliance with DOD FAR Supplement 236.201, Performance Evaluation Reports will be available to all DOD Contracting Offices for their future use in determining contractor responsibility.

#### E4LC CONSTR 16 ACCIDENT PREVENTION PLAN

In accordance with the clause entitled "Accident Prevention," the contractor will not be allowed to commence work on the job site until an acceptable accident prevention plan has been submitted. The contractor will receive official notification of the acceptance of his accident prevention plan.

#### E4LC CONSTR 17 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING

(a) The Offeror is requested to enter its CAGE code in the space provided below. The CAGE code entered must be for that name and address.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one in accordance with the provisions of DFARS 52.204-7001 in the section of this solicitation entitled "Instructions to Bidders."

(c) Do not delay submission of the offer pending receipt of a CAGE code.

CAGE Code: \_ \_ \_ \_ \_

( ) UNKNOWN

#### E4LC CONSTR 19 YEAR 2000 COMPLIANCE (CONSTRUCTION)

In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract, as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 (Y2K) compliant. Specifically, the contractor shall:

- a. Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.
- b. Indicate whether each component is currently Y2K compliant or requires an upgrade for compliance prior to government acceptance.

## E4LC CONSTR 22      PARTNERING

In order to most effectively accomplish this contract, the Government is willing to form a cohesive partnership with the Contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule. This partnership would be bilateral in make-up and participation will be totally voluntary. Any cost associated with effecting this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

SECTION 01006  
PROJECT WORK REQUIREMENTS AND RESTRICTIONS for RAAP

03/98

PART 1 GENERAL

1.1 DEFINITIONS

The following definitions apply to the sections within this project:

- a. Facility: Radford Army Ammunition Plant, Radford, Virginia.
- b. CO: Contracting Officer or his designated representative.
- c. Plant Operating Contractor or Operating Contractor: Alliant TechSystems Inc.

1.2 COOPERATION WITH USING AGENCY AND OTHER CONTRACTORS

During the period of this contract, other contracts may be in force for the construction of other features of work on or adjacent to the site of work being accomplished under this contract. It shall be the responsibility of the Contractor on this contract to be fully informed of the extent of the limits of work to be performed by other Contractors. Should there be any conflict between these limits, it shall be brought to the attention of the CO and the CO's decision shall be final. Also, prior to completion of work under this contract, members of the Using Agency may be performing work or occupying facilities on or adjacent to the area. The Contractor shall arrange his plant and shall schedule and perform this work so as to effectively cooperate with all other Contractors and Government agencies.

1.3 PERSONNEL RESTRICTIONS

Personnel are limited to the immediate site areas and shall not enter buildings or facilities not involved in the work. All employees of the Contractor will be subject to all rules and regulations of the Facility which pertain to personnel. The Contractor shall erect fences and signs as specified and be responsible for the restrictions of all personnel. The Contractor's plans for restricting personnel access to the project site shall be submitted for approval as a part of the Accident Prevention Plan.

1.4 TRANSPORTATION FACILITIES

The facility is served by an all weather surfaced road network. Road(s) within the military reservation proposed to be used by the Contractor shall be subject to prior approval of the Facility authorities and such roads, if used, shall be maintained throughout construction and shall be restored to as good condition as existed prior to their use. The Contractor shall also construct, subject to approval, such temporary haul roads and bridges as may be necessary for conducting his work. Any such temporary construction shall be removed and the affected area restored to its original condition. All costs for the use of existing transportation facilities, for the construction of temporary facilities, and for maintenance, repair, removal



and restoration shall be borne by the Contractor.

#### 1.4.1 Use of Roads Within the Facility

Hard-surfaced roads from U.S. Highways 11 and 460 serve the plant. The movement of all vehicles within the Facility shall be confined to the roads designated and shall comply with traffic regulations within the Facility. Other roads may be used only with the approval of the CO. The Contractor shall keep all roads clear of all obstructions and free of mud and other foreign materials resulting from operations. The Contractor's vehicles shall at no time follow a vehicle closer than 50 feet, and all vehicles shall pull off the road and come to a complete stop when meeting emergency vehicles, vehicles with flashing lights, vehicles escorting heavy equipment. When approaching jeep tractor-trailers from the rear, vehicles shall not pass. Facility speed limits and traffic controls shall be observed.

#### 1.4.2 Rail Service

Railroad shipments may be made by Norfolk Southern Railway directly into Radford Army Ammunition Plant. Such shipments shall be made to Pepper, Virginia.

#### 1.4.3 New River Bridge Limitations

The New River bridge in the Facility has an H-20 live load limit as designated by the American Association of State Highway Officials, and this limit shall not be exceeded. Loads wider than 10-1/2 feet or higher than 16 feet shall not be moved over the bridge without prior approval of the CO.

#### 1.4.4 Loading Limitations

Load limit for all roads within the boundaries of the Facility is 8 tons per axle. The Contractor shall not exceed these limits except by prior written approval of the CO.

#### 1.4.5 Cleated Vehicles

Cleated vehicles shall not be moved over surfaced roads except at the immediate site of the area where they are to be used.

#### 1.4.6 Transportation of Personnel Within the Facility

Contractor owned vehicles shall be used to transport workers from the entrance gates to the work sites, be equipped with approved fire extinguisher and first aid kits, and meet all laws and regulations for transporting person(s) on state of Virginia highways. Private owned vehicles shall not be allowed in the Facility area within the security fence. Buses and other approved vehicles used for transport of workers only may be parked overnight inside the gate in the area to be designated at the time of construction.

#### 1.4.7 Vehicle Passes

Only official Contractors' vehicles which are used in the performance of the work will be permitted within the Facility. A vehicle pass will be issued to approved vehicles upon request to the Plant Security Officer. No vehicles shall be allowed to enter the Facility until such permits have been issued.

#### 1.5 COORDINATION IN WORK AREAS

##### 1.5.1 Occupied Work Area

The area where work is to be accomplished will be occupied during the work.

Activities of the occupants of the scheduled work area shall not be interrupted or hampered in any way without prior written approval of the Contracting Officer.

##### 1.5.2 Maintenance of Utilities In Occupied Areas

Active utilities, including but not limited to electricity, gas, water, sewer, heating, air conditioning, or any like service, that will require interruption or replacement in an occupied area affected as a result of the Contractors scheduled work activities, shall be temporarily provided by the Contractor at his own expense until the affected service is fully and permanently restored. Temporary method(s) of service replacement the Contractor proposes for use on this contract shall be approved by the Contracting Officer prior to commencing the work.

##### 1.5.3 Hours of Work

The normal work hours for construction shall be from 7:30 a.m. to 4:00 p.m., Monday through Friday of each week. Any request to change these hours shall be made in writing to the Contracting Officer at least two calendar days prior to the desired day on which the change is to go into effect. The changed hours shall not go into effect until written permission has been received from the Contracting Officer.

#### 1.6 SPECIAL RADFORD AAP REQUIREMENTS

##### 1.6.1 Hot Work Permit

Heat or spark producing devices such as welding machines, power actuated anchoring devices, drills, flares, matches, ammunitions, cameras, and flashlights shall not be used either inside or outside working areas until a hot work permit has been issued by the Operating Contractor. Request for hot work permits shall be made in writing to the Contracting Officer not less than five working days prior to the request of the permit. All heat producing devices shall be attended at all times.

##### 1.6.2 Mobile Radio Equipment

The Contractor shall not use any mobile radio equipment within the fenced area of the Facility.

##### 1.6.3 Contaminated Areas

Notice is hereby given that some of the areas in which the work is to be performed may have been used for the processing of explosive materials. The Government does not in any way warrant that the areas are entirely free of all explosives and no representation of any kind whatsoever is made that all explosives have been removed, nor will the Government be liable for any damage to persons or property should any damage be occasioned as a result of any explosive material that may not have been removed. The Contractor will be held responsible for making these facts known to all personnel during the performance of this work.

#### 1.6.4 Security

##### 1.6.4.1 Property Passes

Property passes for the entry and removal of property will be issued by the CO. All materials and tools, including hand tools, must be itemized on the property pass for entry into the Plant, and property to be removed from the Plant must be itemized on a pass signed by a Government representative. Any property to be removed that is not on the pass will not be allowed to be removed.

##### 1.6.4.2 Area Entry Permit

The Contractor shall sign Form RA-603 before Contractor employees will be allowed to enter the Plant area within the security fence. This form will be completed by the OC and a copy of the signed form furnished to the CO.

Requirements to be imposed on Corps of Engineers Contractor:

1. The Corps of Engineers Construction Contractor must have a Hot Work Permit, Form RA-604, specific to the job location to do any welding, burning, grinding or other heat producing work at the job site. The permit is issued by the Operating Contractor and must be maintained at the site of the hot work, unless otherwise agreed. Entry shall not be made into any confined space until a Confined Space Entry Permit has been issued by the Operating Contractor. Operating Contractor Staff normal daylight shift workday hours are 8:00 a.m. to 4:30 p.m. Issuance of any permits will be accomplished during these working hours.
2. The Construction Contractor building site employees and transients must wear hard hats, safety glasses, and steel-toed safety shoes while work is being performed. Acid-resistant Gore-tex or Nomex Gore-tex coveralls, and acid-resistant Gore-tex neck protector on hard hat shall be worn in areas with active acid facilities or pipelines. Flame-retardant cotton coveralls or Nomex Gore-tex coveralls with flame-retardant cotton or Nomex Gore-tex neck protector shall be worn where there is a risk of encountering residual propellant. Coveralls and neck protectors must be purchased from and laundered by the Operating Contractor.
3. The Construction Contractor shall have all equipment and materials for the job on hand prior to starting the work with the exception of concrete. Designated storage area(s) will be reserved, as required,

for this purpose.

4. If required, a Building Transfer, Form RA-602, will be issued by the Operating Contractor to transfer existing buildings associated with construction to the construction contractor, prior to commencing work.

5. Blasting will not be permitted on this project.

6. Prior to performing any work including unescorted site visits or inspections, all Construction Contractor personnel or Corps of Engineers representatives are required to obtain permission from the Alliant Techsystems Engineer, the involved Operating Area Supervisor, and an approved Area Entry Permit, Form RA-603.

7. No work will commence prior to the construction contractor's obtaining an Area Entry Permit from the Operating Contractor.

8. All work near buildings which must remain in operation must be accomplished in such a manner that operating personnel can continue operations without interruption or hazard.

#### Hazards and Communications

1. Some of the work areas have been used for the manufacture of explosive materials that are sensitive to impact, friction or heat sources.

2. The Operating Contractor will clean and provide for a safety inspection of any facilities, prior to their transfer to the Construction Contractor. However, the Operating Contractor does not, in any way, warrant that any buildings will be entirely free of all explosive materials.

3. Construction work will be monitored by the Operating Contractor, and work will be subject to stoppage for further clean-up, if any flammable or explosive materials, acid, or caustic materials are found to be present.

4. Acid fumes are dangerous, if inhaled. The Construction Contractor's employees must be instructed to leave the job site or access route if they observe any acid fumes of any kind (These can be red, yellow or white). If any Construction Contractor employee inhales fumes of any kind, that individual should immediately report to the Plant Hospital, (Building 205, near Gate 1). These and other chemical site hazards which the A/E or Construction Contractor might encounter at work sites or along access routes are included in Section 01111.

5. The contractor shall comply with the Operating Contractor's plant safety regulations, OSHA and the Corps of Engineers' Manual EM 385-1-1, June 1977.

6. The contractor shall permit inspection of work at any time during progress by representatives of RAAP's Administrative Contracting Officer (ACO).

#### 1.6.4.3 Notification Letter

Within 5 calendar days after receipt of Notice to Proceed the Contractor shall forward a letter through the Area Engineer, Southwestern Virginia Area Office, Norfolk District, Corps of Engineers, Radford, Virginia 24141, to the plant security officer (Commander, Radford Army Ammunition Plant, ATTN: SMARF-RM-SE, Radford, Virginia 24141) providing general data about the project. Required information is shown in the following "INITIAL CONTRACTOR REPORT". Significant changes will be reported as they occur and documented as a part of the Daily Report.

##### INITIAL CONTRACTOR REPORT

\* ON SITE SUPERINTENDENT

\* LOCAL ADDRESS

\* LOCAL TELEPHONE NUMBER

\* WORK AREA/BUILDING

##### BRIEF DESCRIPTION OF WORK

\* NUMBER OF PERSONNEL EMPLOYED ON PROJECT (approx.)

\* LENGTH OF CONTRACT

\* SUBCONTRACTORS

\* NORMAL WORKING HOURS

\* LOCATION OF OFFICE TRAILER(S) ON PLANT (if any)

\* Changes in this information will be reported in the Daily Report of operations as they occur.

#### 1.6.4.4 Daily Report

A daily report shall be provided by the Contractor which shall indicate which employees are working that day and what area/building they will be working in. This report shall be provided to the Security Department, Badge and Decal Section (Building 229), not later than 8:00 a.m. daily. Contractors shall document in the Daily Report and notify the Security Department whenever they have personnel working in an area before or after their regularly established working hours. Any request to work at other than regularly established hours may require using a gate not normally open at that time. The request shall be in writing and will be processed through the plant security office at least 24 hours prior to performance of the work. A copy of the approved request shall be furnished to the Contracting Officer and noted in the Daily Report of operations. The operating Contractor will have its Security Department check work sites periodically to verify the accuracy of the daily reports provided by the Contractor.

## 1.7 INTERRUPTIONS OF UTILITIES

### 1.7.1 Approval

Utility services shall not be interrupted by the Contractor to relocate, make connections, or interrupt for any purpose, without written approval of the Contracting Officer.

### 1.7.2 Request

Request for permission to shut down services shall be submitted in writing to the Contracting Officer not less than 14 calendar days prior to date of proposed interruption. The request shall give the following information:

- a. Nature of Utility (Gas, L.P. or H.P., Water, Elec.)
- b. Size of line and location of shutoff.
- c. Buildings and services affected.
- d. Hours and date of shutoff.
- e. Estimated length of time service will be interrupted.

### 1.7.3 Service Interruptions

Services shall not be shut off until receipt of approval of the proposed hours and date from the Contracting Officer.

### 1.7.4 Timely Disconnections

Shutoffs which will cause interruption of Government work operations as determined by the Contracting Officer shall be accomplished during regular non-work hours or non-work days of the Using Agency without any additional cost to the Government.

### 1.7.5 Utilities Operation

Operation of valves on water mains will be by operating contractor personnel. Where shutoff of water lines interrupts service to fire hydrants or fire sprinkler systems, the Post Fire Department shall be notified by the Contractor in writing 72 hours prior to the proposed interruption. The Contractor shall arrange his operations and have sufficient material and personnel available to complete the work without undue delay and shall restore service without delay in event of emergency.

### 1.7.6 Gas

Flow in gas mains which have been shut off shall not be restored until the Government inspector has determined that all items serviced by the gas line have been shut off.

## 1.8 PHYSICAL DATA

The physical conditions indicated on the drawings and in the specifications are the result of site visits, surveys and borings.

#### 1.9 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the Contract Clause entitled "Default: (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

- a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

##### 1.9.1 Schedule

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

##### MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
11	9	9	6	8	8	9	7	6	5	6	10

##### 1.9.2 Records

Upon acknowledgement of the Notice to Proceed and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day.

##### 1.9.3 Impacted Days

The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day in each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in the schedule of monthly anticipated adverse weather delays, above, the contracting officer will convert any qualifying delays to calendar days, giving full

consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract Clauses entitled "Default (Fixed Price Construction)".

#### 1.10 SITE CONTAMINATION

This site is designated a Category III site and is defined as a site which is located in an area known or suspected to be contaminated.

##### 1.10.1 Compliance Requirements

The Contractor shall comply with applicable Federal, state and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with any hazardous material, substance or waste. In addition, the Contractor shall comply with all applicable requirements of 29 CFR Part 1910, Section 1910.119(h)(3), which pertain to established responsibilities of Contract or Employers in Process Safety Management.

##### 1.10.2 Requirements

The requirements of this clause and any act or failure to act by the Government shall not relieve the Contractor of any responsibility or liability for the safety of Government, Contractor or subcontractor personnel or property.

##### 1.10.3 Contamination

In the event that contamination is encountered, the Contracting Officer shall be advised immediately for further instructions. Unless otherwise notified, the Contractor shall not be responsible for removing the contamination. Alliant Techsystems shall remove all contamination. The User shall be notified by the Contracting Officer to proceed with the necessary removal procedures.

#### 1.11 WORK IN QUARANTINED AREA

The work called for by this contract involves activities in counties quarantined by the Department of Agriculture to prevent the spread of certain plant pests which may be present in the soil. The Contractor agrees that all construction equipment and tools to be moved from such counties shall be thoroughly cleaned of all soil residues at the construction site with water under pressure and that hand tools shall be thoroughly cleaned by brushing or other means to remove all soil. In addition, if this contract involves the identification, shipping, storage, testing, or disposal of soils from such a quarantined area, the Contractor agrees to comply with the provisions of ER 1110-1-5 and attachments, a copy of which will be made available by the Contracting Officer upon request. The Contractor agrees to assure compliance with this obligation by all subcontractors.

#### 1.12 HISTORICAL AND ARCHAEOLOGICAL FINDS



Federal legislation provides for the protection, preservation, and collection of scientific, prehistorical, historical, and archaeological data, including relics and specimens which might otherwise be lost due to alteration of the terrain or building features as a result of any Federal construction project. Should the Contractor, or any of the Contractor's employees, or parties operating or associated with the Contractor, in the performance of this contract discover evidence of possible scientific, prehistorical, historical, or archaeological data, the Contractor shall immediately cease work at that location and notify the Contracting Officer, giving the location and nature of the findings. The Contractor shall forward written confirmation to the Contracting Officer as directed. The Contractor shall exercise care so as not to disturb or damage artifacts or fossils uncovered during excavation operations, and shall provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition. Any person who, without permission, injures, destroys, excavates, appropriates, or removes any historical or prehistorical artifact, object of antiquity, or archaeological resource on the public lands of the United States is subject to arrest and penalty of law. Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance or changes in the work, or both. If such delays or changes are ordered, an equitable adjustment will be made in the contract in accordance with the applicable clauses of the contract.

#### 1.13 EQUIPMENT-IN-PLACE LIST:

The Contractor shall maintain a current copy of equipment installed under the terms of the contract. In the event that the contract includes more than one building or facility, a list must be maintained for each and delivered to the Contracting Officer upon acceptance of each building or facility. Forms to be used for this purpose shall be obtained from the Area Engineer's Office. The list shall include the following:

- a. Contract number
- b. Description of item
- c. Model number
- d. Serial number
- e. Capacity
- f. Name of manufacturer
- g. Address of manufacturer
- h. Condition of item
- i. Replacement cost
- j. Name of person who checked item

#### 1.14 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

##### 1.14.1 Allowable Costs

Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the Contractor's accounting records. When both ownership and operating costs

cannot be determined from the Contractor's accounting records, equipment costs shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region II. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

#### 1.14.2 Rental Costs

Equipment rental costs are allowable, subject to the applicable provisions of the Federal Acquisition Regulations, and shall be substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhaul are unallowable.

#### 1.14.3 Equipment Costs

When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on the Standard Form 1411, "Contract Pricing Proposal Cover Sheet". By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the Contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current.

#### 1.15 SUBCONTRACTS AND WORK COORDINATION

Contract Clauses "SUBCONTRACTS", "PERMITS AND RESPONSIBILITIES", and "MATERIAL AND WORKMANSHIP" are supplemented as follows:

- a. Divisions or sections of specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit work performed by any trade.
- b. Contractor shall be responsible for coordination of the work of the trades, subcontractors, and materials.
- c. The Government or its representative will not undertake to settle any difference between the Contractor and Contractor's subcontractors, or between subcontractors.
- d. The Government reserves the right to refuse to permit employment on the work or require dismissal from the work of any subcontractor who, by reason of previous unsatisfactory work on Corps of Engineers projects, or for any other reason is considered

by the Contracting Officer to be incompetent or otherwise objectionable.

#### 1.16 CONSTRUCTION MANPOWER AND EQUIPMENT REPORT

The Contractor shall submit executed CENAO Form 987, Construction Manpower and Equipment Report daily. The report shall include manpower and equipment for the general and subcontractors. Forms are available from the Contracting Officer.

#### 1.17 PURCHASE ORDERS

To ensure proper expediting of orders the Contractor and his subcontractors shall furnish to the Contracting Officer, one copy of each purchase order covering supplies or services required for performance of the work. Each purchase order shall clearly indicate the date of placement, the date delivery is required in order to avoid delay in the scheduled progress of the work, and the date delivery is promised by the supplier or producer. Copies of purchase orders shall be forwarded on the date issued.

#### 1.18 PROFIT

##### 1.18.1 Weighted Guidelines

Weighted guidelines method of determining profit shall be used on any equitable adjustment change order or modification issued under this contract. The profit factors shall be as follows:

Factor	Rate	Weight	Value
Degree of Risk	20		
Relative difficulty of work	15		
Size of Job	15		
Period of performance	15		
Contractor's investment	05		
Assistance by Government	05		
Subcontracting	<u>25</u>		
	100		

##### 1.18.2 Value

Based on the circumstances of each procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column when totalled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

##### 1.18.2.1 Degree of Risk

Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items will have, generally, a higher weighted value than the unit price items for which quantities are provided. Other things to consider: the portion of the work to be done by subcontractors, nature of work, where work is to be

performed, reasonableness of negotiated costs, amount of labor included in costs, and whether the negotiation is before or after performance of work.

#### 1.18.2.2 Relative Difficulty of Work

It the work is most difficult and complex, the weighting should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in to some extent with the degree of risk. Some things to consider: the nature of the work, by whom it is to be done, where, and what is the time schedule.

#### 1.18.2.3 Size of Job

All work not in excess of \$100,000 shall be weighted at .12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from .12 to .05.

#### 1.18.2.4 Periods of Performance

Jobs in excess of 24 months are to be weighted at .12. Jobs of lesser duration are to be proportionately weighted to a minimum of .03 for jobs not to exceed 30 days. No weight where additional time not required.

#### 1.18.2.5 Contractor's Investment

To be weighted from .03 to .12 on the basis of below average, average, and above average. Things to consider: amount of subcontracting, mobilization payment item, Government furnished property, equipment and facilities, and expediting assistance.

#### 1.18.2.6 Assistance by Government

To be weighted from .12 to .03 on the basis of average to above average. Things to consider: use of Government owned property, equipment and facilities, and expediting assistance.

#### 1.18.2.7 Subcontracting

To be weighted inversely proportional to the amount of subcontracting. Where 80 percent or more of the work is to be subcontracted, the weighting is to be .03 and such weighting proportionately increased to .12 where all the work is performed by the Contractor's own forces.

PART 2 PRODUCTS (This Part Not Used)

PART 3 EXECUTION(This Part Not Used)

-- End of Section --

## SECTION 01055

SOIL BORING DATA  
03/98

## PART 1 GENERAL

The following are excerpts taken from soil boring investigation reports representing the subsurface investigation for the installation of the wet well in the area of NACSAC Building 735-2 at Radford Army Ammunition Plant, Radford, VA.

## 1.1 Excerpts from the First Soil Boring Investigation Report

## 1.1.1 Proposed Structures

The proposed excavation for the wet well structure is approximately 15' from the NacSac Building 735-2. The following data is provided to assist the Contractor in taking the necessary precautions for excavations in the area of Building 735-2.

## 1.1.2 General Geology

The site lies within the Appalachian Valley physiographic province of Virginia, at the western end of the Price Mountain anticline. The geology of the area is extremely complex with overturned folds and thrust faulting common. The bedrock at the site is the Elbrook Dolomite of cambrian age. The deepest penetration made during this investigation was approximately 6 feet into bedrock and the dolomite was reasonably hard, round and unweathered, although thinbedded and highly fractured.

## 1.1.3 Field Investigation

Seven (7) borings were made in the cooling tower area. Bedrock was encountered at depth 43.5 ft. in the first boring. The other six (6) borings penetrated from 30 to 36 feet and did not encounter bedrock. Seven (7) borings were also made in the NAC-SAC area. Depths of penetration ranged from 30 to 60 feet and one boring encountered bedrock at 31.5 ft. Borings at the various tank locations ranged from 24 to 30 feet without encountering bedrock. All borings were continuously sampled with a split spoon drive sampler in the overburden and an NX diamond core barrel in rock. Logs of borings, with a layout for each feature, may be found in the Norfolk District library.

## 1.1.4 Subsurface Conditions

The thickness of the overburden ranges from approximately 30 ft. to something in excess of 60 feet and the top of rock is evidently quite irregular in nature. The scope of the investigation did not permit establishing firm control on the bedrock surface but it is safe to assume that pinnacles, ledges, potholes and troughs exist at the NAC-SAC and cooling tower sites. The overburden consists of residual soils derived from

weathering of the dolomitic bedrock and generally classify as lean clays and silts with varying quantities of rock fragments. Saturated soils were encountered from depth 14 feet down but the materials are generally quite impervious and free water was encountered only at scattered locations and depths where rock fragments were prevalent. The near surface soils are firm to hard, depending on the amount of rock fragments present. Soft silt was encountered at depths of approximately 20 feet in most borings in the NAC-SAC and cooling tower areas.

#### 1.1.5 Recommendations

No disturbed samples of the foundation soils were taken and no shear or consolidation tests were made; however, according to data received from personnel at the site bearing values ranging from 2,000 to 3,000 PSF have been successfully used for design in the past on soils similar to those revealed in the borings. It is therefore recommended that a bearing capacity of 2,000 PSF be used for the design of continuous strip footings or large spread footings on undisturbed soil. For small isolated footings, a maximum value of 3,000 PSF is recommended. If it is not practical to place footings on undisturbed soil, fills or backfills, which are to support footings, should be compacted to 95% maximum density. The use of driven piling is not recommended due to the nature of the bedrock and the presence of boulders in the overburden. Should a pile foundation be considered, drilled-in or cast-in-place pilings are recommended. Based on data furnished by the Norfolk District, a CBR value of 7 on natural subgrade compacted to 95% density is recommended. All footings should be placed at least 3 feet below final finished grade outside of and adjacent to the structures.

### 1.2 Excerpts from the Second Soil Boring Investigation Report

#### 1.2.1 Site Investigation

A total of eleven borings with standard penetration tests have been drilled to investigate the subsurface conditions in the area of the NacSac Building. These borings are 16 DH-1 thru 7 and 17 DH-8 through 11. The borings range in depth from 20 to 44 feet and four were cored 5 feet into the underlying bedrock. All rock coring was accomplished with a 2-inch O.D. diamond core bit. The boring logs and their locations may be found in the Norfolk District library. Soil samples have been classified according to the Unified Soil Classification System and the descriptions on the logs follow the Burmister Method of material proportions. Rock cores have been inspected and classified by a geologist. These borings are located at the existing acid area in the main part of the plant. Ground elevations range from 1820 to 1826 msl in the area proposed for the wet well. These ground elevations are such that extensive earthwork is not anticipated.

#### 1.2.2 Foundation Conditions

The overburden in this area chiefly consists of about 5+/- feet of medium to stiff silty clay (CH) that is underlain by about 20 to 25 feet of medium to very stiff clayey silt (ML to MH). There are occasional thin laminations of lignite encountered in the (MH) layer just above bedrock. At about 15 feet below the surface a 3 to 4 foot layer of clayey-silty gravel with

cobbles (GC-GM) was encountered. Occasional lenses of (CH) were also encountered in the silty layers. As is typical of the soils in the Radford area, the color varies from a yellowish brown at the surface to olive-brown with depth. Natural moistures in these layers range from an average of 27 percent in the upper clays and silts to 52 percent in the lower (MH) layer. The average moisture in the gravel layer is 14 percent. Liquid and plastic limits were determined for a sample of the (MH) from boring 17 DH-1 and the results were 73 and 39. Standard penetration blow counts range from 4 to 28 and average 15 blows in the (CH) and (ML) layers near the surface and from 7 to 30, averaging 17 blows in the deeper (MH) layer. Blow counts of 25 to 35 were recorded in the gravel layer. Generally, no blow counts less than 8 were encountered within the upper 10 feet of soil.

Bedrock was encountered in this area at varying elevations between 1786 to 1799 msl. The rock is a very soft, yellow, fine-grained shaly limestone with numerous fractures, some of which are calcite healed. Rock core recovery was very low, averaging about 10 percent. The low core recovery is probably due partly to washing out of the soft, weathered rock and the occurrence of small voids. Excessive losses of water were not reported and the presence of large voids or cavities was not noted by sudden dropping of drilling tools.

Perched ground water levels were encountered in several borings; however, these are at a sufficient depth so as not to interfere with any subsurface construction. Most of the water levels recorded on the logs are the result of water being introduced for coring.

### 1.2.3 Design Data

Footing foundations are satisfactory for all structures in this area. The footings are to bear on firm undisturbed soil at least 3 feet below the existing grade or at 2 feet below finish grade for frost protection. The deeper depth should govern. The maximum allowable bearing capacities are 2,000 and 2,500 psf for continuous and isolated spread footings, respectively. To prevent any remolding of the silty soils during preparations of excavations for concreting, it is recommended that a well compacted 6 inch layer of crushed rock bedding to be placed in all footing areas. Stepping of footings where required to get below disturbed soil or at footing elevation changes, shall be no steeper than one foot vertical to two feet horizontal.

Because of the non-availability of good backfill soils, it is necessary to use the native cohesive soils. These materials are difficult to compact and the specifications shall require them to be placed in 6-inch layers (loose depth) when compacted by hand held tamper's and an 8-inch layer (loose depth) if compacted by full size equipment. Backfill shall be compacted to 90 or 95 percent maximum density for cohesive or cohesionless soils, respectively. The specifications shall list as unsatisfactory all soils classified as OL, OH, and PT and any material, which is too wet to be compacted to the specified density. All other soil groups are to be listed as satisfactory materials.

In areas where footings pass over excavations for removal of utilities, the

footings must be dropped down to bear on firm soil below the excavation, or the trench shall be backfilled with a compacted crushed rock and the footing will bear on the rock, Specifications should note this requirement in case utilities are encountered during construction at now unknown locations.

CBR tests have not been performed on this clayey subgrade; however, tests on similar clays and silts indicated that the design CBR is 7. The subgrade in paved areas shall be compacted as above except that the top six inches shall be compacted to at least 95 percent of maximum density.

PART 2 PRODUCTS NOT USED.

PART 3 EXECUTION NOT USED.

-- End of Section --



## SECTION 01090

## SOURCES FOR REFERENCE PUBLICATIONS

03/98

## PART 1 GENERAL

## 1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the sponsoring organization, e.g.

UL 1 (1993; Rev thru Jan 1995) Flexible Metal Conduit. However, when the sponsoring organization has not assigned a number to a document, an identifying number has been assigned for convenience, e.g. UL's unnumbered 1995 edition of their Building Materials Directory is identified as UL-01 (1995) Building Materials Directory. The sponsoring organization number (UL 1) can be distinguished from an assigned identifying number (UL-1) by the dash mark (-).

## 1.2 ORDERING INFORMATION

The addresses of the organizations whose publications are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the sponsoring organization should be ordered from the source by title rather than by number.

AGRICULTURAL MARKETING SERVICE (AMS)  
Seed Regulatory and Testing Branch  
USDA, AMS, LS Div.  
Bldg. 506, BARC-East  
Soil Conservation Rd.  
Beltsville, MD 20705  
Ph: 301-504-9430

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS  
(AASHTO)  
444 N. Capital St., NW, Suite 249  
Washington, DC 20001  
Ph: 202-624-5800  
Fax: 202-624-5806

ACI INTERNATIONAL (ACI)  
P.O. Box 9094  
Farmington Hills, MI 48333  
Ph: 313-532-2600

Fax: 313-533-4747

AMERICAN CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS (ACGIH)  
1330 Camper Meadow Dr.  
Cincinnati, OH 45240  
Ph: 513-742-2020  
Fax: 513-742-3355

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)  
One E. Wacker Dr., Suite 3100  
Chicago, IL 60601-2001  
Ph: 312-670-2400  
Fax: 312-670-5403

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)  
11 West 42nd St  
New York, NY 10036  
Ph: 212-642-4900  
Fax: 212-302-1286

AMERICAN SOCIETY FOR NONDESTRUCTIVE TESTING (ASNT)  
1711 Arlingate Lane  
P.O. Box 28518  
Columbus, OH 43228-0518  
Ph: 800-222-2768  
Fax: 614-274-6899

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)  
1916 Race St.  
Philadelphia, PA 19103  
Ph: 215-299-5585  
Fax: 215-977-9679

AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)  
22 Law Dr., Box 2300  
Fairfield, NJ 07007-2900  
Ph: 800-843-2763  
Fax: 201-882-1717

AMERICAN WATER WORKS ASSOCIATION (AWWA)  
6666 West Quincy  
Denver, CO 80235  
Ph: 800-926-7337  
Fax: 303-795-1989

AMERICAN WELDING SOCIETY (AWS)  
550 N.W. LeJeune Road  
Miami, FL 33126  
Ph: 800-443-9353  
Fax: 305-443-7559

CODE OF FEDERAL REGULATIONS (CFR)  
Order from:  
Superintendent of Documents

Government Printing Office  
P.O. Box 371954  
Pittsburgh, PA 15250-7954  
Ph: 202-512-1800  
Fax: 202-512-2250

CORPS OF ENGINEERS (COE)  
Order from:  
U.S. Army Engineer Waterways Experiment Station  
ATTN: Technical Report Distribution Section, Services  
Branch, TIC  
3909 Halls Ferry Rd.  
Vicksburg, MS 39180-6199  
Ph: 601-634-2355  
Fax: 601-634-2506

ENGINEERING MANUALS (EM)  
USACE Publications Depot  
Attn: CEIM-SP-D  
2803 52nd Avenue  
Hyattsville, MD 20781-1102  
Ph: 301-394-0081

FEDERAL SPECIFICATIONS (FS)  
Order from:  
Standardization Documents Order Desk  
Bldg 4D  
700 Robbins Av  
Philadelphia, PA 19111-5094  
Ph: 215-697-2179  
Fax: 215-697-2978

HYDRAULIC INSTITUTE (HI)  
9 Sylvan Way, Suite 180  
Parsippany, NJ 07054-3802  
Ph: 201-267-9700  
Publication Hotline: 708-364-6206

MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTINGS  
INDUSTRY (MSS)  
127 Park St., NE  
Vienna, VA 22180  
Ph: 703-281-6613  
Fax: 703-281-6671

NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS (NAAMM)  
11 So. LaSalle St., Suite 1400  
Chicago, IL 60603  
Ph: 312-201-0101  
FAX: 312-201-0214

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)  
2101 L St., NW, Suite 300  
Washington, DC 20037-1526

Ph: 202-457-8474  
Fax: 202-457-8473

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)  
1 Batterymarch Park  
P.O. Box 9101  
Quincy, MA 02269-9101  
Ph: 800-344-3555  
Fax: 800-593-6372

PRECAST/PRESTRESSED CONCRETE INSTITUTE (PCI)  
175 West Jackson Blvd.  
Chicago, IL 60604  
Ph: 312-786-0300  
Fax: 312-786-0353

STEEL STRUCTURES PAINTING COUNCIL (SSPC)  
40 24th Street, 6th Floor  
Pittsburgh, PA 15222-4643  
Ph: 412-281-2331  
Fax: 412-281-9992

UNDERWRITERS LABORATORIES (UL)  
333 Pfingsten Rd.  
Northbrook, IL 60062-2096  
Ph: 800-704-4050  
Fax: 847-509-6249

VIRGINIA ADMINISTRATIVE CODE  
West Central Regional Office  
3019 Peters Creek Road  
Roanoke, VA 24019  
Ph: 540-562-6782

VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT)  
1401 East Broad Street  
Richmond, VA 23219  
Ph: 804-786-2716

VIRGINIA SOIL AND WATER CONSERVATION COMMISSION (VSWCC)  
Virginia Department of Conservation and Recreation  
203 Governor Street, Suite 213  
Richmond, VA 23219  
Ph: 804-786-1712

PART 2 PRODUCTS (This part not used)

PART 3 EXECUTION (This part not used)

-- End of Section --

SECTION 01111  
SAFETY AND HEALTH REQUIREMENTS  
03/98

PART 1 GENERAL

The Contractor shall train all on site personnel to the requirements of this section.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ENGINEERING MANUALS (EM)

EM 385-1-1 (1996) Safety and Health Requirements Manual

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910 Occupational Safety and Health Standards, General Industry

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL DESCRIPTIONS:

SD-01 SD Data

Safety and Health Plan(Accident Prevention Plan); GA.

1.3 SAFETY REQUIREMENTS AND ACCIDENT PREVENTION

1.3.1 1 Standards

The Contractor shall comply with Occupational Safety and Health Act (OSHA) Standards, the Corps of Engineers Manual EM 385-1-1, "Safety and Health Requirements Manual," NFPA 101, and state, local, and facility safety requirements.

1.3.2 Information

1.3.2.1 General Information

a. Ammonia: Located in the Acid Area of the plant are large quantities of anhydrous ammonia. Ammonia is a colorless gas which in large quantities is extremely toxic and can be lethal. In the event of an ammonia spill, a

warning of repeated 3 short blasts will be sounded on the Powerhouse whistle. If this alert is sounded, take note of your location in relation to the Acid Area and the wind direction. (Wind direction can be determined by observing the wind sock atop the AOP Tower in the Acid Area.) Staying upwind of the Acid Area, proceed to your designated assembly location and account for all employees and visitors. Remaining upwind and away from the Acid Area, proceed to the nearest exit from the plant. Before exiting the plant, inform Security and the assigned Alliant Techsystems Engineer of your situation. This is necessary for an accounting of all personnel on plant. The MSDS for ammonia will be discussed at the preconstruction meeting and included in the safety information presented to the Contractor.

b. Nitric Oxides, Nitrogen Oxides (NO, NO<sub>2</sub>): The Acid Area produces and stores large quantities of nitric acid. In abnormal circumstances these operations can discharge nitric and nitrogen oxides which are hazardous materials. In the event a yellowish or orange discharge of fumes is observed emanating from the Acid Area and traveling in the direction of your work site, take note of the wind direction. (Wind direction can be determined by observing the wind sock atop the AOP tower in the Acid Area.)

Staying upwind of the Acid Area and flume cloud proceed to your designated assembly location or designated alternative assembly location and account for all employees and visitors. Remaining upwind and away from the Acid Area and flume cloud, proceed to the nearest exit from the plant. Some effects of over exposure can be delayed. Therefore, any exposure shall be reported. Before exiting plant property, inform Security and the assigned Contracting Officer of your personnel situation and location. This is necessary for safety and an accounting of all personnel on plant. The MSDS for nitric and nitrogen oxides will be discussed at the preconstruction meeting and included in the safety information presented to the Contractor.

c. Assembly Location: Prior to start of work, an assembly location shall be established. In the event of an incident, all Contractor personnel shall immediately proceed to the assigned assembly location. Contractor's supervision shall account for all personnel. Any problems or questions shall be presented to the Alliant Techsystems Engineer. If the incident doesn't involve the general area of the work site, and there are no problems, work may resume. If the incident does involve the general area of the work site, the Contractor shall report to Security and the Alliant Techsystems Engineer and leave the plant.

#### 1.3.2.2 Reporting Requirements

a. Contractor shall report all injuries incurred on plant within 24 hours of this occurrence.

b. Contractor shall provide monthly a copy of the OSHA 200 Log that includes injuries requiring such reporting.

1.3.2.3 Safety Precautions: The Contractor shall adhere strictly to the following safety precautions. In addition, the Contractor shall assure compliance by all lower-tier Contractors and visitors on the job site.

a. Contractor shall, while on plant site, observe all Alliant Techsystems

safety regulations as noted in the booklet "Safety Rules for Contractors and Contractors" and all applicable OSHA requirements. Strict compliance with confined space control and entry requirements is mandatory. Note that work will be accomplished in a below-grade basin.

b. Monthly safety meetings shall be conducted for all workers on site. Copies of the minutes and attendance sheets shall be submitted to the CO Representative the first week of each month.

c. The Contractor will not be permitted to operate any internal combustion engine within or permit his employees to work within, fifty feet (50') of any explosive operating building.

d. The Contractor shall exercise necessary safety precautions to provide safe working conditions for his employees, including providing and requiring the use of protective hard hats, steel-toed safety shoes, safety glasses, breathing protection, and protective clothing in accordance with EM 385-1-1.

e. Under no circumstances shall the Contractor allow his employees to enter a building unless the Alliant Techsystems Engineer has given specific permission to do so.

f. No work shall be performed from or with aerial man lifts or other cranes or lifting devices in the vicinity of energized electrical circuits. The Contractor shall have Alliant Techsystems de-energize all power circuits in the vicinity as necessary, prior to commencing work.

g. The Contractor shall furnish and be responsible for the structural soundness and safe condition of all scaffolding and ladders, which might be necessary and are used during the performance of this Contract.

h. The Contractor will not be allowed to support ladders and scaffolding upon or against any machinery, equipment, or pipes nor upon or against any unsafe or unstable object.

i. Individuals shall use an approved safety harness and lifeline when performing work on elevated surfaces. Lifelines shall be attached to a fixed object. In lieu of lifelines, other approved OSHA Standards such as scaffolding, ladders, or aerial lifts will be acceptable.

#### 1.3.2.4 Safety Precautions

The Construction Contractor shall make each of his personnel aware of the potential hazards of the project and shall emphasize to each the importance of safe practices.

##### General

1. The Construction Contractor shall submit Material Safety Data Sheets (MSDS) for material to be used in this Contract (except for material listed as previously approved). The material must be approved for use by the Radford Army Ammunition Plant Toxicity Review Board, based on information in the MSDS, prior to bringing

the material on plant.

2. Prior to the start of increments of this project and prior to the issuance of specific permits, The Operating Contractor will review the specific operations and may require additional precautions.

3. Under no circumstances shall the Construction Contractor allow his employees to enter any area not involved in the work unless the Operating Contractor has provided the Construction Contractor with an approved, written permit to do so. Some of the facilities involved must remain in operation for the duration of this Contract, and the Construction Contractor shall not interfere with the normal operations of these facilities.

#### Specific Process Hazards

Within the project areas and along access routes are ammonia, acid, alcohol and other solvents, caustic, petroleum, compressed air, steam, water and other process pipelines and storage tanks, and electrical lines. The Construction Contractor shall take the necessary precautions to prevent damage to these and any other utility or supply lines while working in the area. Entry into any dikes or pits without an approved confined space entry permit is prohibited and could be fatal. The Construction Contractor shall take the necessary precautions to avoid injury to his personnel in the event of damage to pipelines or vessels, or contact with these chemicals.

Applicable portions of the Operating Contractor's (i.e., Alliant Techsystems) area emergency action plans will be reviewed in the pre-construction safety conference. Information on hazardous chemicals from the Hazard Communication Physical Data and First Aid section of the RFAAP Hazardous Material Emergency Response Plan is furnished as Appendix A of this Section. The hazards at the immediate work sites at the various building accounts are the tank contents as listed in the Radford Tank Database and as reviewed/provided by ATK at pre-work safety meetings, and as confirmed by the designer in field investigations.

#### Safety Equipment

The Construction Contractor's personnel shall properly wear hard hats, safety glasses with side shields, and hard toed safety shoes at all time on site. Acid-resistant Gore-tex or Nomex Gore-tex coveralls, and acid-resistant Gore-tex neck protector on hard hat shall be worn in areas with active acid facilities or pipelines. Flame-retardant cotton coveralls or Nomex Gore-tex coveralls with flame-retardant cotton or Nomex Gore-tex neck protector shall be worn where there is a risk of encountering residual propellant. Coveralls and neck protectors must be purchased from and laundered by the Operating Contractor.



### Safety Reports

1. The Construction Contractor shall advise the Contracting Officer's Representative who will in turn advise Alliant Techsystems of any unique hazards presented by the Contractor's work, or of any hazards found by the Contractor's work.
2. The Construction Contractor shall report all the injuries incurred by the Contractor or its Subcontractors on plant site (RFAAP) within 24 hours of their occurrence to the COR who in turn shall notify Alliant Techsystems contact, and shall provide a monthly OSHA 200 Log which includes all injuries requiring such recording on a monthly basis.
3. The Construction Contractor shall submit a copy of documentation of training of Subcontractor's employees required by 29 CFR 1910.119(h)(3)(iii).

#### 1.3.2.5 Scheduling of Work

An area entry permit (Form RA-603) will be executed authorizing the Construction Contractor to work in the specified areas. The Construction Contractor will be required to accomplish the work in phases, sometimes with the subject acid sewer line remaining in service.

#### 1.3.2.6 Explosive Contents

Notice is hereby given that some of the facilities in and around which some of the work is to be performed have been used for the manufacture of propellants and explosives.

A. The Operating Contractor does not, in any way, warrant that the facilities or acid sewer lines are entirely free of explosives. No representation of any kind is made that all explosives have been removed and the Government will not be liable for any damage or injury to persons or property should any damage or injury occur as a result of any explosive material that may not have been removed.

B. Concealed cavities, such as in pores and cracks of concrete, joints of sewer lines, and in joints between wooden boards of manhole sewer plugs which will be exposed during the course of demolition, alteration, and construction have, in the past, been found to contain explosive material which cannot be removed prior to exposure of the cavity. Therefore, the Construction Contractor shall at all times keep all work areas and adjacent surfaces of structures and facilities saturated with water during demolition, minimize impact blows to existing structures, and minimize the use of spark or heat producing tools during demolition.

C. If, at any time during the performance of this work, the Construction Contractor finds any explosive material, whether real or perceived, he shall immediately:

1. Cease work of all types and evacuate the area.

2. Notify the COR who in turn will notify the designated Operating Contractor's Area Supervision and Engineer in charge.

D. The Construction Contractor agrees to make these facts and procedures known to all persons working under his supervision and/or jurisdiction and agrees to be liable for failure to make such notice.

#### 1.4 SAFETY AND HEALTH PLAN

##### 1.4.1 Preparation and Implementation

An Accident Prevention Plan (APP) shall be prepared covering onsite work to be performed by the Contractor and all subcontractors. The Safety and Health Manager shall be responsible for the development, implementation and oversight of the APP. The APP shall establish, in detail, the protocols necessary for the anticipation, recognition, evaluation, and control of hazards associated with each task performed. The APP shall address general safety and health requirements and procedures. The level of detail provided in the APP shall be tailored to the type of work, complexity of operations to be performed, and hazards anticipated. Details about some activities may not be available when the initial APP is prepared and submitted. Therefore, the APP shall address, in as much detail as possible, anticipated tasks, their related hazards and anticipated control measures.

##### 1.4.2 Acceptance and Modifications

Prior to submittal, the APP shall be signed and dated by the Contractor's Safety and Health Manager and the Site Superintendent. The APP shall be submitted for review at least 10 days prior to the Pework Safety Conference. Deficiencies in the APP will be discussed at the Pework Safety Conference, and the APP shall be revised to correct the deficiencies and resubmitted for acceptance. Onsite work shall not begin until the plan has been accepted. A copy of the written APP shall be maintained onsite. As work proceeds, the APP shall be adapted to new situations and new conditions. Changes and modifications to the accepted APP shall be made with the knowledge and concurrence of the Safety and Health Manager, the Site Superintendent, and the Contracting Officer. Should any unforeseen hazard become evident during the performance of the work, shall bring such hazard to the attention of the Safety and Health Manager, the Site Superintendent, and the Contracting Officer, both verbally and in writing, for resolution as soon as possible. In the interim, necessary action shall be taken to re-establish and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public, and the environment. Disregard for the provisions of this specification or the accepted APP shall be cause for stopping of work until the matter has been rectified to the satisfaction of the Contracting Officer.

##### 1.4.3 Availability

The APP shall be made available in accordance with EM 385-1-1

##### 1.4.4 Corps of Engineers Standards

Corps of Engineers (COE) Manual EM 385-1-1, referred to in "ACCIDENT PREVENTION" article of Contract Clauses, is hereby supplemented or revised as follows:

#### 1.4.5 Conflicts

When a conflict exists between the Corps of Engineers Safety and Health Requirements Manual, other safety requirements, or the contract plans and/or Specifications, the most stringent requirement shall prevail. (NAOSA 5 FEB 87).

#### 1.4.6 Front End Loader - Backhoe Machines

##### 1.4.6.1 Non-compliance Safety Check

All front end loader-backhoe machines and other machines, such as tractors that utilize a backhoe attachment, shall be checked for:

- a. Exposed backhoe boom swing foot pedals.
- b. Backhoe boom swing lever which can be reached by a man standing on the ground or on the outrigger support bracket.

##### 1.4.6.2 Correction and Fabrication of Non-compliance Safety Items

Where these conditions exist, guards shall be fabricated to:

- a. Cover over exposed foot pedals to prevent someone from accidentally stepping on them.
- b. Inclose the swing lever so as to preclude operation from the ground or from the outrigger support bracket.

#### 1.4.7 Attendance at Safety Meetings

In order to allow for maximum attendance at weekly tool box meetings and monthly supervisor meetings by Corps of Engineers personnel, the Contractor shall advise the CO's Office, a minimum of 48 hours before the start of each meeting, of the date, time and location of Safety Meetings.

#### 1.4.8 Minutes of Safety Meetings

Minutes shall be prepared by the Contractor and forwarded to the Contracting Officer by close of business the next work day.

#### 1.4.9 Protective Footwear

Protective footwear as defined by American National Standards Institute Z41 shall be worn by all working personnel on site.

#### 1.4.10 Ground Fault Circuit Interrupters (GFCI)

GFCI's are required for work on this contract in accordance with EM 385-1-1. GFCI's are also required when using electric power extension cords.

#### 1.4.11 Crawler-, Truck-, and Wheel-Mounted Cranes

Implementation of paragraph (16.D.01.eC1) shall include the following:

a. When a crane is performing duty cycle work (such as clamshell, dragline, grapple, or pile driving) it does not require anti-two block equipment. If the crane is required to make a non-duty cycle lift (for example, to lift a piece of equipment, a tool box, or supplies), it will be exempt from the anti-two block equipment requirements if the following procedures are implemented:

(1) an international orange warning device (warning flag, warning tape, or warning ball) is properly secured to the hoist line at a distance of 8 to 10 feet above the hoist rigging;

(2) the signal person (or an individual designated as the signalperson) acts as a spotter to alert the crane operator with a "STOP" signal when the warning device approaches the boom tip and the crane operator ceases hoisting functions when alerted of this; and

(3) while the non-duty cycle lift is underway, the signal person shall not stand under the load, shall have no duties other than signalperson, and shall comply with the signaling requirements of EM 385-1-1;

b. Anti-two block devices are always required when hoisting personnel by crane or derrick.

#### 1.4.12 Safety Indoctrination Certificates

The Contractor shall obtain from each of his employees, prior to his employment at the Radford Army Ammunition Plant, a signed certificate indicating that the employee has read and understands a statement prepared by the Plant Commander setting forth the hazards and restrictions incident to construction operations in buildings used for powder production. The certificates shall be delivered to the CO on the first day the employee is admitted to the Radford Army Ammunition Plant.

PART 2 PRODUCTS (This Part Not Used)

PART 3 EXECUTION (This Part Not Used)

-- End of Section --

## **APPENDIX A**

### **HAZARD COMMUNICATION PHYSICAL DATA AND FIRST AID**

## **6 . HAZARD COMMUNICATION PHYSICAL DATA AND FIRST AID**

The following summarizes physical data, the health hazards and first aid measures to take for the chemicals that may be encountered by the HAZMAT team on the RFAAP:

## 6.1 Anhydrous Ammonia

Exposure Limits STEL 35ppm (27mg/m³) TWA 25ppm (17mg/m³)		<b>Physical Data</b>  Boiling Point -28.3°F Melting Point -107.9°F Vapor Pressure 10 atm @ 78.3°F Vapor Density (air = ) 0.6 Specific gravity (water = 1)0.77 Water Solubility		
Hazards Summary:	Health 3	Fire 1	Reactivity 0	Specific Hazard
4 = severe hazard 0 = normal				
Flash Point	LEL		UEL	
Appearance and odor:				

6.1.1 Health Effects - Strong eye and upper and lower respiratory tract irritant. May cause lung or permanent eye injury. Corrosive to the skin; a primary skin irritant and sensitizer.

6.1.2 First Aid:

- Eye contact - Hold eyelid open and away from eyeball and flush with abundant amounts of water for 15 minutes
- Skin contact - Flush skin with abundant amounts of water for 15 minutes; remove contaminated clothing while flushing.
- Inhalation - In case of overexposure, move to fresh air. Administer oxygen or artificial respiration if necessary.
- Ingestion - Unlikely

## 6.2 DNT (Dinitrotoluene)

Exposure Limits STEL 0.5 mg/m <sup>3</sup> TWA 1.5 mg/m <sup>3</sup>		<b>Physical Data</b>  Boiling Point starts to decompose @ 482°F Melting Point 133-140 Vapor Pressure 1mmHg @ 228°F Vapor Density (air = 1) 6.3 Specific gravity (water = 1)1.32 molten Water Solubility 0.03gm/100gm		
Hazards Summary:	Health 3	Fire 1	Reactivity 0	Specific Hazard
4 = severe hazard 0 = normal				
Flash Point		LEL		UEL
Appearance and odor: light brown odorless liquid				

6.2.1 Health Effects -- Routes of entry are ingestion, skin absorption, and inhalation. Target organs blood and heart, liver, kidneys, central nervous system, and reproductive system. Contact with the eyes causes irritation redness and discomfort which is transient. Skin absorption may cause headache, nausea and general discomfort. Systemic effects may include fatigue, weariness irritability, headache, nausea, vomiting, and diarrhea. Tests in some animals demonstrate carcinogenic activity with the potency increasing as the level of 2,6 dinitrotoluene increases. This material is recognized by the ACGIH as a suspected human carcinogen.

### 6.2.2 First Aid:

- a. Eye Contact -- Immediately flush with water 15 minutes minimum Keep victim quiet and maintain normal body temperature. Seek medical attention
- b. Skin Contact - Immediately flush with plenty of water at least 15 minutes. Remove contaminated clothing and shoes.
- c. Inhalation - Remove to fresh air. If not breathing give artificial respiration. If breathing is difficult give oxygen if qualified.
- d. Ingestion -- Give two glasses of water, induce vomiting. Call a physician. Never give anything to an unconscious person.



## 6.3

**Acetone**

<b>Exposure Limits</b> STEL 1000ppm (2400mg/m <sup>3</sup> ) TWA 750ppm (1800mg/m <sup>3</sup> )		<b>Physical Data</b>  Boiling Point 134°F Melting Point -137°F Vapor Pressure 180 mm hg @ 68°F Vapor Density (air = 1) 2 Specific gravity (water = 1)0.778@ 77°F Water Solubility		
<b>Hazards Summary:</b>	Health 1	Fire 3	Reactivity 0	Specific Hazard
4 = severe hazard 0 = normal				
Flash Point 1.4°F	LEL 2.9%		UEL 12.8%	
Appearance and odor: Clear, colorless pleasant sweet odor.				

- 6.3.1 Acute Health Effects - Central nervous system depression is the most common effect, resembling intoxication by ethyl alcohol. Excitation is followed by impaired motor coordination, slurry speech, sensory disturbances such as double vision vertigo, flushed face, rapid pulse and sweating. Nausea and vomiting are common. Other symptoms are headache, dizziness, lightheadedness, weakness and loss of energy.
- 6.3.2 Chronic Health Effects - Irritation of eyes, nose and throat. Central nervous system effects such as dizziness and skin effects such as dryness, irritation and inflammation.
- 6.3.3 First Aid:
- Eye contact - Flush with room temperature water for 15 minutes minimum. Seek medical attention.
  - Skin contact - Wash well with water, remove contaminated clothing and wash skin with soap and water.
  - Inhalation - Move to fresh air and call a physician. If breathing is irregular or has stopped, administer artificial respiration. Keep person warm and at rest. Get medical attention as soon as possible.
  - Ingestion - If victim has swallowed large amounts and is conscious and not convulsing, induce vomiting and seek prompt physician assistance. Never give fluids to an unconscious person.

## 6.4

**Ethyl Alcohol**

Exposure Limits STEL - TWA 1000ppm (1900mg/m³)		<b>Physical Data</b>  Boiling Point 173.3°F Melting Point -173.4°F Vapor Pressure 43mmHg @ 68°F Vapor Density (air = 1) 1.24 Specific gravity (water = 1)0.79 Water Solubility		
Hazards Summary:	Health 0	Fire 3	Reactivity 0	Specific Hazard
4 = severe hazard 0 = normal				
Flash Point 55°F	LEL 3.3%		UEL 19%	
Appearance and odor: colorless, mobile fragrant liquid, with burning taste.				

- 6.4.1 Acute Health Effects - Central nervous system depression is the most common effect, resembling intoxication. Excitation is followed by impaired motor coordination, slurry speech, sensory disturbances such as double vision vertigo, flushed face, rapid pulse and sweating. Nausea and vomiting are common. Other symptoms are headache, dizziness, lightheadedness, weakness and loss of energy.
- 6.4.2 Chronic Health Effects - Irritation of eyes, nose and throat. Central nervous system effects such as dizziness and skin effects such as dryness, irritation and inflammation.
- 6.4.3 First Aid:
- Eye contact - Flush with room temperature water for 15 minutes minimum. Seek medical attention.
  - Skin contact - Wash well with water, remove contaminated clothing and wash skin with soap and water.
  - Inhalation - Move to fresh air and call a physician. If breathing is irregular or has stopped, administer artificial respiration. Keep person warm and at rest. Get medical attention as soon as possible.
  - Ingestion - If victim has swallowed large amounts and is conscious and not convulsing, induce vomiting and call a physician.

## 6.5

**Ethyl Ether**

Exposure Limits STEL 500ppm (1500 mg/m³) TWA 400ppm (1200 mg/m³)		Physical Data  Boiling Point 94.1°F Melting Point -177°F Vapor Pressure 438.9mmHg @68°F Vapor Density (air = 1)2.55 Specific gravity (water = 1)0.71 Water Solubility		
Hazards Summary:	Health 2	Fire 4	Reactivity 1	Specific Hazard
4 = severe hazard 0 = normal				
Flash Point -49°F	LEL 1.85%		UEL 48%	
Appearance and odor: colorless water white extremely volatile liquid, sweet aromatic odor; burn sweet taste				

6.5.1 Health Effects - May cause drowsiness and irritation if inhaled. High vapor concentrations may irritate the eyes and throat. Prolonged and repeated skin contact may cause dryness, cracking or irritation.

6.5.2 First Aid:

- Eye contact - In case of irritation from airborne exposure move to fresh air. Get medical attention if symptoms persist.
- Skin - Flush with water, remove contaminated clothing. Wash skin with soap and water.
- Inhalation - Remove to fresh air. Get medical attention if symptoms persist.
- Ingestion - Seek medical attention.

## 6.6 Toluene

Exposure Limits STEL 150 ppm (560 mg/m <sup>3</sup> ) TWA 100 ppm (375 mg/m <sup>3</sup> )		Physical Data  Boiling Point 232°F Melting Point -139°F Vapor Pressure 22mmHg @ 68°F Vapor Density (air = 1) 1.2755 Specific gravity (water = 1)0.866 @ 68°F Water Solubility slight		
Hazards Summary:	Health 2	Fire 3	Reactivity 0	Specific Hazard
4 = severe hazard 0 = normal				
Flash Point 40°F	LEL 1.27%		UEL 7.0%	
Appearance and odor: colorless liquid, sickly sweet odor				

6.6.1 Acute Health Effects - Level required to produce narcosis can exist without respiratory tract irritation. May produce upper respiratory tract irritation, fatigue, weakness, confusion, headache, nausea, impaired coordination, dizziness and dilated pupils. May cause skin irritation such as dryness, cracking and dermatitis. Eye contact may cause corneal burns.

### 6.6.2 First Aid:

- Eye Contact - Wash eyes with large amounts of water, 15-20 minutes, lifting upper and lower lids occasionally. Get medical attention.
- Skin Contact - Remove contaminated clothing, wash affected area with soap and water. Get medical attention.
- Inhalation - Move to fresh air immediately. If breathing has stopped administer artificial respiration. Keep person warm and at rest. Seek medical attention.
- Ingestion - Seek medical attention.

## 6.7

**Recovered Solvent**

Exposure Limits STEL <b>Refer to ethyl alcohol ethyl ether</b> TWA		<b>Physical Data</b>  Boiling Point - <b>Refer to ethyl</b> Melting Point - <b>alcohol ethyl ether</b> Vapor Pressure - Vapor Density (air = 1) >1 Specific gravity (water = 1)< 1 Water Solubility		
Hazards Summary:	Health 2	Fire 4	Reactivity 1	Specific Hazard
4 = severe hazard 0 = normal				
Flash Point -49°F (ether)	LEL 1.85% (ether)		UEL 48% (ether)	
Appearance and odor: colorless liquid				

6.7.1 Acute Health Effects - Level required to produce narcosis can exist without respiratory tract irritation. May produce upper respiratory tract irritation, fatigue, weakness, confusion, headache, nausea, impaired coordination, dizziness and dilated pupils. May cause skin irritation such as dryness, cracking and dermatitis. Eye contact may cause corneal burns.

## 6.7.2 First Aid:

- a. Eye Contact - Wash eyes with large amounts of water, 15-20 minutes, lifting upper and lower lids occasionally. Get medical attention.
- b. Skin Contact - Remove contaminated clothing, wash affected area with soap and water. Get medical attention
- c. Inhalation - Move to fresh air immediately. If breathing has stopped administer artificial respiration. Keep person warm and at rest. Seek medical attention.
- d. Ingestion - Seek medical attention.

## 6.8 Flammable Waste Solvent

Exposure Limits STEL TWA  <b>Refer to ether, ethyl alcohol and toluene</b>		<b>Physical Data</b>  Boiling Point (Refer to ether, ethyl alcohol and toluene) Melting Point Vapor Pressure Vapor Density (air = 1) Specific gravity (water = 1) Water Solubility		
Hazards Summary:	Health	Fire	Reactivity	Specific Hazard
4 = severe hazard 0 = normal				
Flash Point -49	LEL 1.85		UEL 48%	
Appearance and odor: colorless liquid				

6.8.1 Acute Health Effects - Level required to produce narcosis can exist without respiratory tract irritation. May produce upper respiratory tract irritation, fatigue, weakness, confusion, headache, nausea, impaired coordination, dizziness and dilated pupils. May cause skin irritation such as dryness, cracking and dermatitis. Eye contact may cause corneal burns.

### 6.8.2 First Aid:

- Eye - Wash eyes with large amounts of water, 15-20 minutes, lifting upper and lower lids occasionally. Get medical attention.
- Skin - Remove contaminated clothing, wash affected area with soap and water. Get medical attention
- Inhalation - Move to fresh air immediately. If breathing has stopped administer artificial respiration. Keep person warm and at rest. Seek medical attention.
- Ingestion - Seek medical attention.

## 6.9

## #2 Fuel Oil

Exposure Limits STEL None established TWA None established		<b>Physical Data</b>  Boiling Point 650°F Melting Point Vapor Pressure low Vapor Density (air = 1) Specific gravity (water = 1)0.852 Water Solubility		
Hazards Summary:	Health 1	Fire 2	Reactivity 0	Specific Hazard
4 = severe hazard 0 = normal				
Flash Point 160°F	LEL 0.52%		UEL 4.10%	
Appearance and odor: clear bright liquid				

6.9.1 Acute Health Effects - Level required to produce narcosis can exist without respiratory tract irritation. May produce upper respiratory tract irritation, fatigue, weakness, confusion, headache, nausea, impaired coordination, dizziness and dilated pupils. May cause skin irritation such as dryness, cracking and dermatitis. Eye contact may cause corneal burns.

## 6.9.2 First Aid:

- a. Eye contact - Wash eyes with large amounts of water, 15-20 minutes, lifting upper and lower lids occasionally. Get medical attention.
- b. Skin contact - Remove contaminated clothing, wash affected area with soap and water. Get medical attention.
- c. Inhalation - Move to fresh air immediately. If breathing has stopped administer artificial respiration. Keep person warm and at rest. Seek medical attention.
- d. Ingestion - Do not induce vomiting. Seek medical attention.

## 6.10 Kerosene

Exposure Limits STEL None established TWA None established		<b>Physical Data</b>  Boiling Point 347 - 617°F Melting Point Vapor Pressure 5mmHg @ 68°F Vapor Density (air = 1) Specific gravity (water = 1)0.80 Water Solubility insoluble		
Hazards Summary:	Health 0	Fire 2	Reactivity 0	Specific Hazard
4 = severe hazard 0 = normal				
Flash Point 150°F	LEL .7%		UEL 5%	
Appearance and odor: Pale yellow to water white mobile oily liquid, low odor threshold				

6.10.1 Acute Health Effects - Level required to produce narcosis can exist without respiratory tract irritation. May produce upper respiratory tract irritation, fatigue, weakness, confusion, headache, nausea, impaired coordination, dizziness and dilated pupils. May cause skin irritation such as dryness, cracking and dermatitis. Eye contact may cause corneal burns.

### 6.10.2 First Aid:

- Eye contact - Wash eyes with large amounts of water, 15-20 minutes, lifting upper and lower lids occasionally. Get medical attention.
- Skin contact - Remove contaminated clothing, wash affected area with soap and water. Get medical attention.
- Inhalation - Move to fresh air immediately. If breathing has stopped administer artificial respiration. Keep person warm and at rest. Seek medical attention.
- Ingestion - Do not induce vomiting. Seek medical attention.



## 6.11 PCBs (Polychlorinated Biphenyls)

Exposure Limits STEL None Established TWA 0.5 mg/m <sup>3</sup>		<b>Physical Data</b>  Boiling Point 644-707°F Melting Point -2.2°F Vapor Pressure 1mmHg @ 100°F Vapor Density (air = 1) Specific gravity (water = 1)1.3-1.8 Water Solubility low		
Hazards Summary:	Health 2	Fire 1	Reactivity 0	Specific Hazard
4 = severe hazard 0 = normal				
Flash Point: 286-385°F		LEL: None reported		UEL: None reported
Appearance and odor: mobile oily liquids to crystalline solids depending on chlorine content				

6.11.1 Health Hazards - Severely irritating to the skin, eyes, nose, throat, and upper respiratory tract. Intense acute exposure in high concentrations may result in eye, lung, and liver injury. Systemic effects include nausea, vomiting, increased blood pressure, and fatigue. Inhalation of asbestos dust may have a damaging effect on the lungs. Fire may produce irritating or poisonous gases.

### 6.11.2 First Aid:

- Eye Contact - In case of contact with material, immediately flush eyes with running water for at least 15 minutes.
- Skin Contact - Remove and isolate contaminated clothing and shoes at the site. Wash skin with soap and water.
- Inhalation - move exposed person to fresh air and support breathing as needed.
- Ingestion - In most cases PCB ingestion will not be recognized until long after vomiting would be of any value. Consult a physician.

6.12 **Sulfuric Acid (60-95% TA H<sub>2</sub>SO<sub>4</sub>)**

Exposure Limits STEL TWA 1mg/m <sup>3</sup>		<b>Physical Data</b>  Boiling Point 554°F Melting Point 50.65°F Vapor Pressure <0.001mmHg @ 68°F Vapor Density (air = 1) Specific gravity (water = 1) Water Solubility			
Hazards Summary:		Health 3	Fire 0	Reactivity 2	Specific Hazard
4 = severe hazard 0 = normal					
Flash Point NA		LEL NA		UEL NA	
Appearance and odor: colorless to dark brown dense oily liquid. Pure compound is solid below 5					

6.12.1 Health Hazards - Liquid causes severe burns to skin and eyes. Vapors cause severe irritation or burns to the respiratory system. Ingestion will cause severe burns to mouth throat and stomach, nausea, vomiting and kidney dysfunction.

6.12.2 First Aid:

- Eye contact - Immediately flush with water 15 minutes minimum.
- Skin contact - Immediately flush with plenty of water at least 15 minutes. Remove contaminated clothing.
- Inhalation - Remove to fresh air. If not breathing give artificial respiration.
- Ingestion - Call a physician. Give large amounts of water. Do not induce vomiting.

6.13 **Oleum 20-40%**

Exposure Limits STEL: None established TWA		<b>Physical Data</b>  Boiling Point Melting Point Vapor Pressure Vapor Density (air = 1) Specific gravity (water = 1): 15.33 lb/gal Water Solubility: Miscible, violent reaction		
Hazards Summary:	Health 4	Fire 0	Reactivity 2	Specific Hazard
4 = severe hazard 0 = normal				
Flash Point: Not combustible		LEL: None reported		UEL: None reported
Appearance and odor: Viscous fuming, opaque to slightly yellow brown liquid; sharp penetrating c				

6.13.1 Health Hazards - Liquid causes severe burns to skin and eyes. Vapors cause severe irritation or burns to the respiratory system. Ingestion will cause severe burns to mouth throat and stomach, nausea, vomiting and kidney dysfunction.

6.13.2 First Aid:

- Eye contact - Immediately flush with water 15 minutes minimum.
- Skin contact - Immediately flush with plenty of water at least 15 minutes. Remove contaminated clothing. Speed in removing material from skin is of extreme importance. Removal of solidified molten material from skin requires medical assistance. Remove and isolate contaminated clothing and shoes at the site. Keep victim quiet and maintain normal body temperature.
- Inhalation - Remove to fresh air. If not breathing give artificial respiration.
- Ingestion - Call a physician. Give large amounts of water. Do not induce vomiting.

## 6.14 Nitric Acid

Exposure Limits STEL 4ppm (10mg/m³) TWA 2ppm(5mg/m³)		<b>Physical Data</b>  Boiling Point 186.8°F Melting Point -43.6°F Vapor Pressure 6.8mmHg @ 68°F Vapor Density (air = 1) 1.212 Specific gravity (water = 1)1.5 Water Solubility			
Hazards Summary:	Health 3	Fire 0	Reactivity 1	Specific OX	Ha
4 = severe hazard 0 = normal					
Flash Point NA		LEL NA		UEL NA	
Appearance and odor: Transparent clear to yellow fuming liquid which darkens to brown on 1 exposure, acid suffocating odor					

6.14.1 Health Hazards - Severe irritation to skin, eyes, mucous membranes and respiratory tract. Can destroy tissue; cause burns, damage teeth and eyes.

6.14.2 First Aid:

- Eye contact - Immediately flush with water 15 minutes minimum. Speed in removing material from skin is of extreme importance. Removal of solidified molten material from skin requires medical assistance. Remove and isolate contaminated clothing and shoes at the site. Keep victim quiet and maintain normal body temperature.
- Skin contact - Immediately flush with plenty of water at least 15 minutes. Remove contaminated clothing.
- Inhalation - Remove to fresh air. If not breathing give artificial respiration.
- Ingestion - Call a physician. Give large amounts of water. Do not induce vomiting.

6.15 **DBP (dibutylphthalate)**

Exposure Limits STEL None established TWA 5mg/m <sup>3</sup>		<b>Physical Data</b>  Boiling Point 644°F Melting Point -31°F Vapor Pressure 0.0000142 @ 68°F Vapor Density (air = 1) 9.6 Specific gravity (water = 1)1.05 Water Solubility negligible		
Hazards Summary:	Health 1	Fire 1	Reactivity 0	Specific Hazar
4 = severe hazard 0 = normal				
Flash Point: 315oF		LEL: 0.5%		UEL: 2.5%
Appearance and odor: colorless odorless liquid				

6.15.1 Health Hazards - Low hazard for industrial handling by trained personnel. Direct contact may cause photophobia, watering, conjunctivitis and swelling of the eyelids. Skin irritation and contact burns are possible but do not occur frequently.

6.15.2 First Aid:

- a. Eye contact - Immediately flush with water for 15 minutes minimum. Get medical attention if symptoms persist.
- b. Skin contact - Wash with soap and water.
- c. Inhalation - Move to fresh air if symptomatic. Get medical attention.
- d. Ingestion - Seek medical advice.

6.16 **DPA (diphenylamine)**

Exposure Limits STEL TWA 10mg/m³		<b>Physical Data</b>  Boiling Point 572°F Melting Point 127 °F Vapor Pressure Vapor Density (air = 1) Specific gravity (water = 1)1.159 Water Solubility		
Hazards Summary:	Health 3	Fire 1	Reactivity 0	Specific Hazard
4 = severe hazard 0 = normal				
Flash Point 307°F	LEL: None reported		UEL: None reported	
Appearance and odor: Colorless crystalline solid, floral odor				

6.16.1 Health Hazards - Contact with mucous membranes can cause irritation. Overexposure can cause methemoglobinemia (too much methemoglobin in the blood that cannot combine with oxygen) and red blood cell damage.

6.16.2 First Aid:

- Eye Contact - Flush with water 15 minutes minimum; get medical attention.
- Skin Contact - Wash with soap and water.
- Inhalation - Move to fresh air.
- Ingestion - Not a likely route of entry; if occurs seek medical attention.

6.17 **Sodium Hydrosulfide**

Exposure Limits STEL none established TWA none established		<b>Physical Data</b>  Boiling Point ~328°F Melting Point 662°F Vapor Pressure Vapor Density (air = 1) Specific gravity (water = 1)1.79 Water Solubility soluble		
Hazards Summary:	Health 3	Fire 4	Reactivity 0	Specific Hazard
4 = severe hazard 0 = normal				
Flash Point none reported	LEL for H <sub>2</sub> S 4.3%		UEL for H <sub>2</sub> S 44%	
Appearance and odor: white to yellow flake, slight rotten egg odor				

6.17.1 Health Hazards - Exposure to even small amounts can cause headache, dizziness, nausea and vomiting. Inhalation of high concentrations can cause unconsciousness followed by death. May be recognized by rotten egg odor, but beware even small amounts dull the sense of smell. Contact can cause burns to the skin and eyes.

6.17.2 First Aid:

- Eye Contact - Flush immediately with large amounts of water for at least 15 minutes. Hold eyelids apart while flushing. Seek medical attention as soon as possible.
- Skin Contact - flush immediately with large amounts of soap and water for at least 15 minutes while removing clothing. Seek medical attention as soon as possible.
- Inhalation - Move to fresh air. If not breathing give artificial respiration. If breathing is difficult give oxygen.
- Ingestion - If conscious, drink large amounts of water. Then induce vomiting by placing finger far back into the throat. Administer additional water. Take immediately to a hospital or physician. If unconscious, or convulsive, take immediately to a hospital. Do not attempt to give anything by mouth to an unconscious victim.

6.18 **Sodium Hydroxide**

Exposure Limits Ceiling 2mg/m <sup>3</sup>		<b>Physical Data</b>  Boiling Point 2534oF Melting Point 605 Vapor Pressure 1mmHg @ 1362 Vapor Density (air = 1) Specific gravity (water = 1)2.13 Water Solubility 1g/0.9ml		
Hazards Summary:	Health 3	Fire 0	Reactivity 1	Specific Hazar
4 = severe hazard 0 = normal				
Flash Point N/A		LEL N/A		UEL N/A
Appearance and odor: hydrosopic white flakes, cake, lumps, chips, pellets or sticks. odorless				

6.18.1 Health Hazards - Contact causes burns to skin and eyes. If inhaled, may be harmful. Fire may produce irritating or poisonous gases.

6.18.2 First Aid: Move victim to fresh air. Keep victim quiet and maintain normal body temperature. Call emergency medical care.

- a. Eye contact - Immediately flush eyes with running water for at least 15 minutes.
- b. Skin contact - Immediately flush skin with running water for at least 15 minutes. Remove and isolate contaminated clothing and shoes at the site.
- c. Inhalation - Remove exposed person to fresh air and support breathing as needed. Seek medical attention.
- d. Ingestion - Do not induce vomiting. Give large quantities of water. Give at least one (1) ounce of vinegar in an equal amount of water. Never give anything by mouth to an unconscious person.



6.19 **Waste Caustic (Refer to sodium hydroxide)**

Exposure Limits STEL: TWA		Physical Data  Boiling Point Melting Point Vapor Pressure Vapor Density (air = 1) Specific gravity (water = 1) Water Solubility		
Hazards Summary: <b>Refer to sodium hydroxide</b>	Health	Fire	Reactivity	Specific Hazard
4 = severe hazard 0 = normal				
Flash Point	LEL		UEL	
Appearance and odor:				

6.19.1 Health Hazards - Contact causes burns to skin and eyes. If inhaled, may be harmful. Fire may produce irritating or poisonous gases.

6.19.2 First Aid: Move victim to fresh air. Keep victim quiet and maintain normal body temperature; call emergency medical care.

- a. Eye contact - Immediately flush eyes with running water for at least 15 minutes.
- b. Skin contact - Immediately flush skin with running water for at least 15 minutes. Remove and isolate contaminated clothing and shoes at the site.
- c. Ingestion - Do not induce vomiting. Give large quantities of water. Give at least one (1) ounce of vinegar in an equal amount of water. Never give anything by mouth to an unconscious person.

6.20 **Mixed Acid (Refer to nitric and sulfuric acid)**

Exposure Limits STEL TWA		Physical Data  Boiling Point  Melting Point  Vapor Pressure Vapor Density (air = 1) Specific gravity (water = 1) Water Solubility		
Hazards Summary: <b>Refer to nitric and sulfuric acid</b>	Health	Fire	Reactivity	Specific Hazard
4 = severe hazard 0 = normal				
Flash Point	LEL		UEL	
Appearance and odor:				

6.20.1 Health Hazards - Liquid causes severe burns to skin and eyes. Vapors cause severe irritation or burns to the respiratory system. Ingestion will cause severe burns to mouth throat and stomach, nausea, vomiting and kidney dysfunction.

6.20.2 First Aid:

- Eye contact - Immediately flush with water 15 minutes minimum.
- Skin contact - Immediately flush with plenty of water at least 15 minutes. Remove contaminated clothing. Speed in removing material from skin is of extreme importance. Removal of solidified molten material from skin requires medical assistance. Remove and isolate contaminated clothing and shoes at the site. Keep victim quiet and maintain normal body temperature.
- Inhalation - Remove to fresh air. If not breathing give artificial respiration.
- Ingestion - Call a physician. Give large amounts of water. Do not induce vomiting.

## 6.21 Triacetin

Exposure Limits STEL none established TWA none established		<b>Physical Data</b>  Boiling Point 496°F Melting Point 37°F Vapor Pressure 1mmHg @212°F Vapor Density (air = 1) 7.5 Specific gravity (water = 1)1.16 Water Solubility		
Hazards Summary:	Health 0	Fire 1	Reactivity 0	Specific Hazard
4 = severe hazard 0 = normal				
Flash Point 308°F	LEL 1.05%		UEL 7.73%	
Appearance and odor: colorless liquid with a slight odor				

6.21.1 Health Hazards - Do not ingest; not a skin, eye, or inhalation hazard.

6.21.2 First Aid:

a . Ingestion - Seek medical attention.

## 6 . 22 Triethylene Glycol

Exposure Limits STEL none established TWA none established		<b>Physical Data</b>  Boiling Point 546°F Melting Point 18.9°F Vapor Pressure 0.01mmHg @ 68°F Vapor Density (air = 1) Specific gravity (water = 1)1.122 Water Solubility completely		
Hazards Summary:	Health 1	Fire 1	Reactivity 0	Specific Hazard
4 = severe hazard 0 = normal				
Flash Point 350°F	LEL 0.9%		UEL 9.2%	
Appearance and odor: colorless to pale straw color, viscous, hygroscopic liquid. Mild sweet odor				

6.22.1 Health Hazard - Repeated or prolonged skin contact may cause irritation. Essentially non irritating to the eyes. Single dose oral, toxicity is low.

6.22.2 First Aid

- Eye contact - Flush eyes immediately for at least 15 minutes.
- Skin contact - Wash off skin with flowing water or shower.
- Inhalation - Remove to fresh air if effects occur. Get medical attention.
- Ingestion - Induce vomiting if large amounts are ingested. Get medical attention.

### 6.23 TEGDN (Triethylene glycol dinitrate)

Exposure Limits IH div. NSWC STEL 0.1mg/m <sup>3</sup>		<b>Physical Data</b>  Boiling Point Melting Point -2.2°F Vapor Pressure 0.0001mmHg @ 68°F Vapor Density (air = 1) Specific gravity (water = 1) Water Solubility 0.55gm/100gm		
Hazards Summary:	Health NA	Fire NA	Reactivity NA	Specific Hazard
4 = severe hazard 0 = normal				
Flash Point	LEL		UEL	
Appearance and odor: clear to pale yellow viscous liquid. Sweet burning taste				

6.23.1 Health Hazard - Is a nitrate ester and an irritant through inhalation, skin contact, and eye contact. The first symptoms of overexposure are usually headache, nausea, vomiting, then seizure, convulsion, and loss of consciousness. The target effects of exposure include central nervous system depression and methemoglobin former.

#### 6.23.2 First Aid

- Eye contact - Wash eyes immediately with large amounts of water, occasionally lifting upper and lower lids, for at least 15 minutes. Seek medical attention.
- Skin contact - Remove contaminated clothing immediately. Wash affected area with soap and water for at least 15 minutes. Seek medical attention.
- Inhalation - Remove to fresh air immediately. If breathing has stopped, give artificial respiration.
- Ingestion - Do not induce vomiting; seek medical attention.

6.24 **DEGDN (Diethylene glycol dinitrate)**

Exposure Limits STEL none established TWA none established		Physical Data  Boiling Point >460°F Melting Point Vapor Pressure Vapor Density (air = 1) Specific gravity (water = 1)> 1 Water Solubility 24.9-29.9 %		
Hazards Summary:	Health 2	Fire 4	Reactivity 4	Specific Hazard
4 = severe hazard 0 = normal				
Flash Point: None reported		LEL: None reported		UEL: None reported
Appearance and odor: Transparent odorless oily liquid				

6.24.1 Health Hazard - Is a nitrate ester and an irritant through inhalation, skin contact, and eye contact. The first symptoms of overexposure are usually headache, nausea, vomiting, then seizure, convulsion, and loss of consciousness. The target effects of exposure include central nervous system depression and methemoglobin former.

6.24.2 First Aid

- Eye contact - Wash eyes immediately with large amounts of water, occasionally lifting upper and lower lids, for at least 15 minutes. Seek medical attention.
- Skin contact - Remove contaminated clothing immediately. Wash affected area with soap and water for at least 15 minutes. Seek medical attention.
- Inhalation - Remove to fresh air immediately. If breathing has stopped, give artificial respiration.
- Ingestion - Do not induce vomiting; seek medical attention.

6.25 **NG (Nitroglycerin)**

Exposure Limits STEL TWA		<b>Physical Data</b>  Boiling Point starts to decompose @ 338°F Melting Point Vapor Pressure Vapor Density (air = 1) < 1mm hg Specific gravity (water = 1) Water Solubility 0.17%		
Hazards Summary:	Health 3	Fire 4	Reactivity 4	Specific Hazard
Explosive sensitive to heat impact and friction				
4 = severe hazard 0 = normal				
Flash Point				
LEL Auto ignition temperature = 509 °F				
UEL				
Appearance and odor: colorless to yellow liquid; sweet taste				

6.25.1 Health Hazard - Is a nitrate ester and an irritant through inhalation, skin contact, and eye contact. The first symptoms of overexposure are usually headache, nausea, vomiting, then seizure, convulsion, and loss of consciousness. The target effects of exposure include central nervous system depression and methemoglobin former.

Acetone effects: skin and eye irritant effect by inhalation, changes EEG, carbohydrate metabolism, nasal irritation, nausea, vomiting, and muscle weakness. Ingestion may cause narcotic effects in high concentrations.

6.25.2 First Aid

- Eye contact - Wash eyes immediately with large amounts of water, occasionally lifting upper and lower lids, for at least 15 minutes. Seek medical attention.
- Skin contact - Remove contaminated clothing immediately. Wash affected area with soap and water for at least 15 minutes. Seek medical attention.
- Inhalation - Remove to fresh air immediately. If breathing has stopped, give artificial respiration.
- Ingestion - Do not induce vomiting; seek medical attention.

## 6.26

**Chlorine**

Exposure Limits STEL 0.5ppm (1.5mg/m³) TWA 1.0ppm (3.0mg/m³)		Physical Data  Boiling Point -29°F Freezing Point -150°F Vapor Pressure 6.3 atm @ 68°F Vapor Density (air = ) 2.45 Specific gravity (water = 1) Water Solubility slightly soluble		
Hazards Summary:	Health 3	Fire 0	Reactivity 0	Specific Haz: OX
4 = severe hazard 0 = normal				
Flash Point N/A		LEL N/A		UEL N/A
Appearance and odor: greenish to yellow gas with a suffocating odor at room temperature				

6.26.1 Health Effects - Chlorine gas reacts with body moisture to form hydrochloric acid. Vapor inhalation at low levels can cause eye, nose and throat irritation, sneezing, excessive salivation, general excitement, and restlessness. high concentrations acts as an asphyxiant by causing cramps in the larynx muscles and swelling of the mucous membrane. High concentrations can lead to abnormal respiratory sounds, breathing difficulty, violent coughing nausea, vomiting, cyanosis, dizziness headache, and choking. Leking gas from cylinders can cause smarting and 1<sup>st</sup> degree burns on short exposure and 2<sup>nd</sup> degree burns on prolonged exposure. Frostbite may also occur.

## 6.26.2 First Aid:

- Eye contact - Do not allow victim to rub eyes or shut tightly. Gently lift eyelids and flush immediately and continuously with flooding amounts of water until transported to a medical facility.
- Skin contact - Flush skin with abundant amounts of water for 15 minutes; remove contaminated clothing while flushing.
- Inhalation - In case of overexposure, move to fresh air. Administer 100% humidified oxygen.
- Ingestion - Unlikely



## MASTER SPECIFICATION FOR MILITARY CONSTRUCTION

SECTION 01200  
PROJECT MEETINGS**03/98**

## PART 1 GENERAL

## 1.1 SUBMITTALS (Not Applicable)

## 1.2 PRECONSTRUCTION CONFERENCE

## 1.2.1 Scheduling

After award of the construction contract and prior to the start of any construction work, the Contracting Officer (CO) will schedule and conduct a preconstruction conference. The Contractor's Project Manager, Superintendent and Quality Control System Manager shall attend this meeting. The Contractor is encouraged to have an officer of his company (Project Manager could be this person) and representation from each of his sub-contractors at the conference. This conference will be held at a location and time as specified by the CO.

## 1.2.2 Purpose

The purpose of this preconstruction conference is to enable the CO to outline the procedures that will be followed by the Government in its administration of this construction contract and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government's supervision and inspection of contract work, about security requirements, regulations, etc. The CO may invite Using Service personnel and any other Government personnel to attend this conference.

## 1.2.3 Discussion Items

The following is a list of items for discussion during the preconstruction conference. However, the Contracting Officer may include additional items for discussion as conditions and the work require.

- a. Authority of the Area/Resident Engineer and organization of the Area/Resident office.
- b. Contractor's Progress Schedule.
- c. Correspondence Procedures.
- d. Contractor Labor Standards Provisions.
- e. Contract Modifications and Administrative Procedures.

- f. Contractor's Administrative, Laydown and Storage Areas.
- g. Procedures for Processing Submittals.
- h. Payment Estimate Data and Procedures.
- i. Contractor Utilities.
- j. Security Requirements and Other Regulations, if applicable.
- k. Government Furnished Equipment, if applicable.
- l. Disposition of Salvage Property.
- m. Contractor Insurance Requirements.
- n. Value Engineering Program.
- o. Contractor Performance Evaluation.
- p. As-Built Drawings.
- q. Single Point of Contact for Warranty of Construction.
- r. Turnover of Completed Facilities.

#### 1.3 OTHER MEETINGS

Other meetings are or may be scheduled to be held after the Preconstruction Conference, and such meetings may include the following:

- a. Accident Prevention Safety Plan
- b. Quality Control Plan.
- c. Environmental Protection Plan.
- d. Warranty Management Plan (Post Construction Warranty Conference)

#### 1.4 FACILITY MEETINGS

The Facility may also schedule meetings with the Contractor through the CO during the progress of construction work.

#### 1.5 MINUTES OF MEETINGS

The Government will prepare minutes of the meeting and will provide the Contractor with a signed original for review and concurrence. The minutes shall include all items discussed at the meeting and the Government will make all corrections provided by the Contractor and resubmit the corrected minutes to the Contractor within seven days.

#### 1.6 Warranty Management Plan

The Contractor shall provide a Warranty Management Plan, not less than 30 days prior to the Post-Construction Warranty Conference. As a minimum, include a table, showing the requirements, and attach certificates:

- a. List of warranties provided.
- b. List of equipment, names of manufacturers and suppliers and phone numbers.
- c. Period of warranties and Start Date.
- d. List of Extended Warranties.
- e. Warranty Certificates.
- f. Single Point of Contact for Warranty of Construction.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

SECTION 01300  
SUBMITTAL PROCEDURES

03/98

PART 1 GENERAL

1.1 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.1.1 Government Approved (GA)

Governmental approval (GA) is required for extensions of design, critical materials, deviations and/or departure from the contract documents, items of equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.1.2 For Information Only (FIO)

All submittals not requiring Government approval will be for information only (FIO). They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.2 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.3 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.4 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.5 ACID RESISTANCE AND COMPATIBILITY OF MATERIALS

The following items, in addition to meeting the salient characteristics to be listed in the provisions of the technical specifications, shall be tested for nitratability with acids and compatibility with propellants by the Operating Contractor's standard procedures. The samples are to be provided by the Construction Contractor to the Government to be forwarded to the ACO staff at RFAAP for testing by the Operating Contractor. The tests will be performed by the Operating Contractor but at the expense of the Government. Brand names of some items which have previously been tested by the Operating Contractor and have passed the appropriate test procedures are available at the facility; however, this is not intended to preclude other vendors of similar items from bidding. The Construction Contractor is to be warned, however, that this does not allow an open ended number of submittals by the Construction Contractor. The test procedure is quite expensive and has already been performed to assure that there are products which can meet the test procedures; therefore, the Construction Contractor shall be limited to one submittal per type of item to be tested.

It is the Construction Contractor's responsibility to determine prior to submittal that the items to be tested will probably meet the requirements as only one test per item is allowed. After a failure by a submitted sample, the Construction Contractor will be required to furnish the item stated in the technical specifications. This requirement is not intended to limit competition but to enhance it. The number of submittals must be restricted in order to reduce the overall costs to the Government. A submitted item must be deemed suitable by the Government prior to procurement by the Construction Contractor. This will prevent costs being incurred by the Construction Contractor for subsequently unapproved items for which the Government is not liable. A number of products have previously been tested by the Operating Contractor as part of an ongoing search for items compatible with propellants and acids. The test records and results of those items, both meeting and failing the tests, are on record at the Operating Contractor's office. Prior to submittals of an item other than those listed in the technical specifications, the Construction Contractor should provide the product name to the Government in order that items previously failing the test may be screened.

1. Materials requiring testing for propellant/solvent compatibility are as follows:

Any material which by design, may come into contact with any waste stream containing any form of propellant or solvent.

2. Materials requiring testing for nitratability with acids are as follows:

Any material which by design, may come into contact with any waste stream which may at times be acidic.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall make submittals as required by the specifications, and as indicated on the Submittal Register (ENG FORM 4288-R), attached hereto. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the CQC representative and each respective transmittal form (ENG FORM 4025-R) shall be stamped, signed, and dated by the CQC representative indicating action taken, and certifying that the accompanying submittal complies with the contract requirements. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and approved prior to the acquisition of the material or equipment covered thereby. FIO submittals shall be submitted at least 15 days prior to scheduled installation of the item(s). Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

### 3.2 SUBMITTAL REGISTER (ENG FORM 4288-R, Mar 95)

At the end of this section is one set of ENG Form 4288-R listing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor will also be given the submittal register as a diskette containing the computerized ENG Form 4288 and instructions on the use of the diskette. Columns "d" through "p" have been completed by the Government; column "q" is reserved for use by the government; the Contractor shall complete columns "a", "b", "c", and "r" through "w" and submit the forms (hard copy) plus associated electronic file to the Contracting Officer for approval within thirty calendar days after Notice to Proceed. The Contractor shall keep the Submittal Register up-to-date and shall submit it to the Government together with the monthly payment request. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated. An updated Submittal Register shall be submitted no less than every sixty calendar days.

### 3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of thirty calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

### 3.4 TRANSMITTAL FORM (ENG FORM 4025-R, Mar 95)

The transmittal form (ENG Form 4025-R) shall be used for submitting both GA and FIO submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor by the CO after award of the contract. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item. Submittals pertaining to different specifications sections shall not be submitted on the same transmittal form. A separate form shall be used for each specification section.

### 3.5 SUBMITTAL PROCEDURE

Submittal procedures shall be as follows:

#### 3.5.1 Procedures

Procedures shall be incorporated into the Quality Control Plan required in Section 01440.

#### 3.5.2 Procedures for Submittal of Samples

All samples of materials submitted as required by these specifications shall be properly identified and labeled for ready identification, and upon being certified, stored at the site of the work for jobsite use until all work has been completed and accepted by the CO.

#### 3.5.3 Contractor Certification

Certification by the Contractor shall be accomplished by using Action Codes A or B in column "g" of ENG Form 4025-R. The Contractor shall sign and date Section II for Contractor certified submittals as well as sign the certification and Section I. Contractor certified drawings will be subject to quality assurance review by the Government at any time during the duration of the contract. No adjustment for time or money will be allowed for corrections required as a result of non-compliance with the contract documents.

#### 3.5.4 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

### 3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

### 3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Four copies of the submittal will be retained by the Contracting Officer and two copies of the submittal will be returned to the Contractor.

### 3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Provide four copies of FIO submittals. Approval of the CO is not required on FIO submittals. These submittals will be used for information purposes by the Government. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract documents. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications and will not prevent the CO from requiring removal and replacement if nonconforming material is incorporated in the work. This does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

### 3.9 STAMPS

Rubber stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR
(Firm Name)
_____ Approved-(A)Certified to comply with the Contract documents.
_____ Approved-(B)Certified to comply with Contract documents with exceptions or corrections as specifically noted on the Submittal data and/or attached sheets.
SIGNATURE: _____
TITLE: _____
DATE: _____



-- End of Section --

CONTRACT NO.

SPECIFICATION SECTION

**01111**

[illegible]

CONTRACT NO.

SPECIFICATION SECTION

01312

[illegible]

CONTRACT NO.

SPECIFICATION SECTION

01560

ACTIVITY NO	TRANSMITTAL NO.	ITEM NO.	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL							CLASSIFICATION		CONTRACTOR SCHEDULE DATES				CONTRACTOR ACTION		GOVERNMENT ACTION		REMARKS				
					f	g	h	i	j	k	l	m	n	o	p	q	r	s	t	u	v		w	x	y	z
a	b	c	d	e	f	g	h	i	j	k	l	m	n	o	p	q	r	s	t	u	v	w	x	y	z	aa

CONTRACT NO.

SPECIFICATION SECTION

02220

[illegible]

CONTRACT NO.

SPECIFICATION SECTION

02316

[illegible]

CONTRACT NO.

SPECIFICATION SECTION

TITLE AND LOCATION

CONTRACTOR

PAGE 1 OF 1 PAGES

CONTRACT NO.

SPECIFICATION SECTION

02741

[illegible]



CONTRACT NO.

SPECIFICATION SECTION

TITLE AND LOCATION

CONTRACTOR

PAGE 1 OF 1 PAGES



CONTRACT NO.

SPECIFICATION SECTION

TITLE AND LOCATION

CONTRACTOR

[illegible]

CONTRACT NO.

SPECIFICATION SECTION

05090

CONTRACTOR

[illegible]

CONTRACT NO.

SPECIFICATION SECTION

## 05120

[illegible]

CONTRACT NO.

SPECIFICATION SECTION

TITLE AND LOCATION

CONTRACTOR

[illegible]

CONTRACT NO.

SPECIFICATION SECTION

TITLE AND LOCATION

CONTRACTOR

[illegible]

CONTRACT NO.

SPECIFICATION SECTION

09900

CONTRACTOR

[illegible]



CONTRACT NO.

SPECIFICATION SECTION

11211

CONTRACTOR

[illegible]

CONTRACT NO.

SPECIFICATION SECTION

16415

CONTRACTOR

[illegible]

## SECTION 01312

PROJECT PROGRESS SCHEDULE - SIMPLIFIED  
03/98

## PART 1 GENERAL

## 1.1 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

## SD-07 Schedules

Preliminary Project Schedule; GA. Periodic Schedule Updates; GA.

Three copies of the schedules showing codes, values, categories, numbers, items, etc., as required.

## PART 2 EXECUTION

## 2.1 PROJECT SCHEDULING AND DETERMINATION OF PROCESS (Simplified Bar-Chart Method)

In accordance with the Contract Clauses, the Contractor shall, within ten calendar days after receipt of Notice to Proceed, submit for approval a practicable progress schedule. A preliminary schedule, acceptable to the Contracting Officer, may be submitted in order for the Contractor to begin work. The progress schedule shall be in the form of a chart graphically indicating the sequence proposed to accomplish each work feature or operation. The chart shall be prepared to show the starting and completion dates of all work features on a linear horizontal time scale beginning with date of Notice to Proceed and indicating calendar days to completion. Each activity in the construction shall be represented by an arrow. The head to tail arrangement of arrows shall flow from left to right and shall show the order and interdependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor. Each arrow representing an activity shall be annotated to show the activity description and duration. Contractor shall indicate on the chart the important work features or operations that are critical to the timely overall completion of the project. Key dates for such important work features and portions of work features are milestone dates and shall be so indicated on the chart. This schedule will be the medium through which the timeliness of the Contractor's construction efforts is appraised. When changes are authorized that result in contract time extensions, Contractor shall submit a modified chart for approval by the Contracting Officer. The Contract Clause entitled "SCHEDULE FOR CONSTRUCTION CONTRACTS" with reference to overtime, extra shifts, etc., may be invoked when the Contractor fails to start or complete work features or portions of same by the time indicated by the milestone dates of the approved progress chart, or when it is apparent to the Contracting Officer from the Contractor's

actual progress that these dates will not be met. Neither on this chart nor on the periodic chart which the Contractor is required to prepare and submit, as described in "SCHEDULE FOR CONSTRUCTION CONTRACTS" of the Contract Clauses, shall the actual progress to be entered include or reflect any materials which may be on the site, but are not yet installed or incorporated in the work.

For payment purposes only, an allowance will be made by the Contracting Officer of 100 percent of the invoiced cost of materials or equipment delivered to the site but not incorporated into the construction, pursuant to Contract Clause "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS".

The Contractor's progress schedule shall include a chart of the scheduled work activities plotting scheduled completion percentage based on dollar value on one axis and time on the other axis. The actual progress shall be plotted on the required periodic chart submittals to indicate the percentage of work scheduled and actually completed.

-- End of Section --

SECTION 01440  
CONTRACTOR QUALITY CONTROL

03/98

PART 1 GENERAL

The intent of this specification is to secure a first-class, workmanlike job in all respects. Any detail item(s) which may be absent but which are essential to the workmanlike construction and completeness are to be considered as essential parts of this Contract. The Contractor shall be held responsible for materials, labor, equipment, and minor details that may be necessary or required to satisfactorily complete all of the portions of the work contemplated under this Contract. None of such items of work or material shall constitute an extra charge against the Government or Alliant Techsystems except as specifically otherwise provided.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(1996) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(1995b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause entitled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite,

and shall be keyed to the proposed construction sequence. The project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the individual with the responsibility for the overall management of the project including quality and production.

### 3.2 INSPECTIONS

U.S. Army Corps of Engineers reserves the right to have representatives on the job site at all times. It is clearly understood and agreed by the Contractor that the presence of the U.S. Army Corps of Engineers Representatives and/or Alliant Techsystems representatives will in no way relieve the Contractor of his responsibility which he assumes by entering into his Contract, nor will the presence of such Representatives impose any liability whatsoever on the part of the Government or Alliant Techsystems.

All work performed shall be subject to inspection by CO Representatives. All work not conforming to these specifications and applicable drawings and deemed so by the CO Representatives shall be removed and replaced by the Contractor at no additional cost to the Government.

### 3.3 QUALITY CONTROL PLAN

#### 3.3.1 General

The Contractor shall furnish for review by the Government, not later than 15 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 15 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

#### 3.3.2 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC

function.

- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01300 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting.

### 3.3.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

### 3.3.4 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

### 3.4 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 15 calendar days prior to the Coordination Meeting.

During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

### 3.5 QUALITY CONTROL ORGANIZATION

#### 3.5.1 General

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

GENERAL RESPONSIBILITIES: The Contractor shall furnish adequate protection for all existing facilities. Any damage to building, equipment, facilities or utilities shall be repaired or replaced by the Contractor to the satisfaction of and at no additional cost to the Government.

1. Contractor shall keep areas around work sites in a clean and orderly condition. At completion of work, all grounds shall be left in an orderly condition compatible with surrounding surfaces and acceptable to the Government.

2. In the event of encountering any unknown obstructions or conditions that might interfere with the performance of this contract, the Contractor shall notify the CO Representative in ample time to prevent unnecessary delay.

3. Contractor shall obey Alliant Techsystems traffic regulations at all times and shall not block roadways with equipment, material, or debris unless written permission is given by the Contracting Officer.



### 3.5.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of 4 years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate will be the same as for the designated CQC System Manager.

### 3.5.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: materials technician (i.e., KCC CQC Specialist). This individual may be employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. This individual shall have no other duties other than quality control.

Area	Experience Matrix	Qualifications
a. Concrete Installation:	Materials Technician with 4 years' related experience.	
b. Fiberglass Liner Installation:	Materials Technician with 4 years' related experience.	
c. Structural:	Graduate Structural Engineer with 2 years experience or person with 5 years related experience.	
d. Welder:	Individual shall be a Level 1 Qualified Welding Inspector.	

### 3.5.4 Additional Requirement

In addition to the above experience and/or education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors" no later than 60 days after the Contractors receipt of the Notice to Proceed. The Corps of Engineers periodically offers this course. Specific times and locations are available from the Contracting Officer.

### 3.5.5 Interview

All CQC personnel are subject to interview prior to acceptance by the Contracting Officer.

### 3.5.6 Organizational Changes

The Contractor shall maintain his CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

### 3.6 SUBMITTALS

Submittals shall be made as specified in Section 01300 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements.

### 3.7 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

#### 3.7.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work

including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.

- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

### 3.7.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

### 3.7.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract

requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

#### 3.7.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, onsite production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

### 3.8 TESTS

#### 3.8.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

#### 3.8.2 Testing Laboratories

### 3.8.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

### 3.8.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of the cost of the retest to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

### 3.8.3 On-Site Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

### 3.8.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at an address to be identified for each type of test. Coordination for each specific test, exact delivery location, and dates will be made through the Area Office.

## 3.9 COMPLETION INSPECTION

### 3.9.1 Punch-Out Inspection

Near the completion of all work or any increment thereof established by a completion time stated in the Special Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government "Pre-Final" inspection.

### 3.9.2 Pre-Final Inspection

The Government will perform this inspection to verify that the facility is complete and ready to be occupied. A Government "Pre-Final Punch List" may

be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government so that a "Final" inspection with the customer can be scheduled. Any items noted on the "Pre-Final" inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

### 3.9.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at this inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause entitled "Inspection of Construction".

### 3.10 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings

requirements.

- f. Submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 4 hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

### 3.11 SAMPLE FORMS - ATTACHMENTS

Sample forms enclosed at the end of this section.

### 3.12 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the worksite, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

### 3.13 Guarantee

The work furnished under this Contract shall be guaranteed against defective materials and workmanship for a period of one (1) year from the date of acceptance by the Government and Alliant Techsystems Incorporated. Upon receipt of written notice from the Government or Alliant Techsystems of failure of any material and/or workmanship during the guarantee period, the contractor shall promptly correct all such faulty material and/or workmanship at no additional cost to Alliant Techsystems Incorporated or the Government.



SECTION 01440 ATTACHMENT NO.1  
GUIDE FOR LISTING DEFINABLE FEATURES OF CONSTRUCTION WORK

\*\*\*\*\* Contractor shall modify this guide to accommodate the project \*\*\*\*\*

DIVISION 1 - GENERAL REQUIREMENTS

- (a) Special Project procedures to include coordination of work, Project meetings, Submittals and Quality Control
- (b) Administrative Requirements
- (c) Environmental Protection
- (d) Historic Preservation
- (e) Job Conditions

DIVISION 2 - SITE WORK

- (a) Demolition
- (b) Removal and Disposal of Asbestos Materials
- (c) Excavation, Trenching and Backfilling for Utilities Systems to include sewer gravity drainage and water lines
- (d) Clearing and Grubbing, Backfilling for Buildings
- (e) Grading
- (f) Fence, Chain-Link
- (g) Concrete for sidewalks and Curbs
- (h) Drilled Pile Foundation
- (i) Bituminous Paving
- (j) Underground Sprinkler Systems

DIVISION 3 - CONCRETE

- (a) Concrete Materials, Concrete Procedures, Concrete Formwork, Forms, Form Ties and Accessories, Concrete Reinforcement, Concrete Accessories to Include Cast-in-Place Concrete, Specially Placed Concrete, Concrete Finishing, Concrete Curing and Grouting
- (b) Concrete Restoration and Cleaning
- (c) Precast Concrete
- (d) Electrical and Mechanical Inserts
- (e) Testing
- (f) Approval of Samples

DIVISION 4 - MASONRY

- (a) Masonry Procedures, Mortar, Mortar Accessories, Unit Masonry, Cavity Wall Construction to Include Bringing Inner and Outer Wythes Up Simultaneously, Reinforcement, Wall Ties, Flashing, Masonry Restoration and Cleaning
- (b) Acceptance of Sample Panel for Cavity Wall Construction
- (c) Composite Wall Construction
- (d) Acceptance of Sample Panel for Composite Wall Construction
- (e) CMU Partition Wall Construction to Include Prepared Openings for Ducts, Fire Dampers, Door Frames, Lintels and Bond Beams
- (f) Acceptance of CMU Partition Wall Sample Panel
- (g) Insulation and Waterproofing

(h) Testing

## ATTACHMENT NO.1 (continued)

## DIVISION 5 - METALS

- (a) Structural Steel Framing To Include Metal Materials and Methods,  
Metal Fastening, Metal Joints, Welding, Expansion Control and  
Miscellaneous Metals
- (b) Steel Roof Decking
- (c) High Strength Bolts

## DIVISION 6 - WOODS AND PLASTICS

- (a) Rough Carpentry To Include Framing, Prefabricated Structural Wood,  
Fasteners and Supports, Roof Sheeting, Siding and  
Sub-Flooring, Insulation and Flashing (b) Finish Carpentry To  
Include Wood Treatment, Finish Flooring, Cabinets and Closets

## DIVISION 7 - THERMAL AND MOISTURE PROTECTION

- (a) Dampproofing and Waterproofing
- (b) Fireproofing
- (c) Insulation, Flashing and Sheet Metal, Roof Accessories, Sealants,  
Shingles, Roof Tiles and Membrane Roofing (Built-Up and EPDM)

## DIVISION 8 - DOORS AND WINDOWS

- (a) Metal Doors and Frames, Wood and Plastic Doors, Special Doors, Door  
Opening Assemblies, Metal Windows, Wood and Plastic Windows,  
Special Windows, Glazing and Miscellaneous Hardware, Caulking

## DIVISION 9 - FINISHES

- (a) Ceramic Tile
- (b) Gypsum Wallboard To Include Special Framing, Shaft Wall Framing  
System, Ceiling and Wall Opening
- (c) Acoustical Treatment to include Metal Suspension System for  
Acoustical Tile and Lay-In-Panel Ceiling
- (d) Wall Covering
- (e) Carpeting
- (f) Resilient Flooring
- (g) Painting
- (h) Furring (Metal)
- (i) Plastering

## DIVISION 10 - SPECIALTIES

- (a) Metal Toilet Partitions
- (b) Raised Floor System
- (c) Movable Partitions
- (d) Wardrobe
- (e) Fire Extinguisher Cabinets
- (f) Toilet Accessories



## ATTACHMENT NO.1 (continued)

## DIVISION 11 - EQUIPMENT

- (a) Fueling System for Motor Vehicles
- (b) Adjustable Loading Ramps
- (c) Incinerator, Packaged Controlled Air
- (d) Incinerator, Medical Waste, General Purpose, Field Erected
- (e) Food Service Equipment
- (f) Government Furnished Equipment

## DIVISION 12 - FURNISHINGS

- (a) Theater Chairs
- (b) Blinds
- (c) Drapes
- (d) Lockers
- (e) Training Equipment
- (f) Furniture and Accessories
- (g) Rugs and Mats
- (h) Fabrics

## DIVISION 13 - SPECIAL CONSTRUCTION

- (a) RF Shielding
- (b) Sky Lights
- (c) Swimming Pool
- (d) Energy Monitoring and Control System (EMCS)
- (e) Pre-Engineered Structures
- (f) Liquid and Gas Storage Tanks
- (g) Vaults

## DIVISION 14 - CONVEYING SYSTEMS

- (a) Shaft Construction To Include Guides and Guide Rails
- (b) Car Assembly
- (c) Machine Room Layout
- (d) Entrances
- (e) Operating and Signal Devices
- (f) Fire/Emergency Power Operations
- (g) Lighting, Power and Wiring
- (h) Elevator Power Unit
- (i) Acceptance Testing To Include Communications, Safety, Weights,  
Emergency and Fire Operations, Dispatch System

## DIVISION 15 - MECHANICAL

- (a) Insulation to Include:
  - (1) Pipes
  - (2) Ducts
  - (3) Equipment
  - (4) High Density Inserts, Insulation Protective Shields, Clips or  
U Bolt Supports for Multiple Pipe Hanger Supports
  - (5) Perimeter Insulation



## ATTACHMENT NO. 1 (continued)

- (b) Plumbing Systems
  - (1) Waste/Vent Piping To Include: Underground Soil Piping, Above Ground Soil Piping
  - (2) Interior Piping Rough-In To Include: Galvanized Black Iron and Copper Including Drains, Fittings, Valves and Piping Supports
  - (3) Plumbing Fixtures To Include Flush Valves, Faucets and Accessories
  - (4) Cleaning, Balancing and Operational Testing
- (c) Heating systems
  - (1) Equipment and System Accessories
  - (2) Hot Water/Steam Piping Supports
  - (3) Fuel Oil/Gas Piping and Supports
  - (4) System Testing and Balancing
- (d) Air Distribution Systems
  - (1) Equipment and Accessories
  - (2) Duct Work To Include Galvanized, Aluminum, Flexible and Fiberglass, Supports, Dampers, Louvers, Diffusers, Duct Line Supports and Fire-Dampers
- (e) Refrigeration Systems
  - (1) Equipment and Accessories
  - (2) Chilled Water/Condenser Water Piping and Supports
  - (3) Refrigerant Piping and Supports
  - (4) System Testing
- (f) Automatic Temperature Control Systems
  - (1) Equipment and Materials
  - (2) Installation of Materials and Equipment
  - (3) System Testing
- (g) Underground Heat Distribution Systems
  - (1) Manholes
  - (2) Piping and Supports
  - (3) Cathodic Protection
- (h) Sprinkler Systems
  - (1) Equipment
  - (2) Piping and Supports
  - (3) Accessories
- (i) Water Treatment Systems
- (j) Welding - Piping Systems

## DIVISION 16 - ELECTRICAL

- (a) Exterior Electrical Distribution, Aerial
  - (1) Pole Setting
  - (2) Placement of Crossarms, Pins, Insulators, Pole Line Hardware and Conductors
  - (3) Placement of Fuse Cutouts, Surge Arresters, Reclosers, Potheads, Pole Mounted Transformers to Include Grounding Conductors, Testing and Cable Terminations
- (b) Exterior Electrical Distribution, Underground
  - (1) Duct Line Excavation, Placement of Ducts and Misc. Materials
  - (2) Placement of In Ground Junction or Pull Boxes and Manholes
  - (3) Placement of Duct Bank Concrete Encasement
  - (4) Transformer Pad Placement
  - (5) Mounting of Pad Mounted Transformers





## ATTACHMENT NO.1 (continued)

- (6) Cable Placement to Include Splicing, Fire-Proofing and Cable Terminations
- (7) Grounding Conductors and Testing
- (c) Electrical Distribution, Interior
  - (1) Wiring Methods to Include Conduit Rough-in, Raceway Boxes, Outlet Boxes, Panelboard Cabinets, Placement of Conductors and Conduit Placement Below the Slab for Slab-On-Grade Construction
  - (2) Wiring Devices, Panelboards, Switch-Boards and Lighting Fixtures
  - (3) Motors and Transformers
  - (4) Testing
- (d) Fire Detection and Alarm System
  - (1) Wiring Methods to Include Conduit, Ground Rods, Detectors, Control Panels, Power Supply, Door Holders, Audible Fire Alarm and Annunciator Panel
  - (2) Testing

---End of Attachment No.1---

SECTION 01440 ATTACHMENT NO.2  
PREPARATORY PHASE CHECKLIST

CONTRACTOR'S NAME (Address)

Contract No.: \_\_\_\_\_ Date Preparatory Held: \_\_\_\_\_

Title: \_\_\_\_\_ Spec Section: \_\_\_\_\_

\_\_\_\_\_ Drawing No(s): \_\_\_\_\_

Definable Feature of Work: \_\_\_\_\_

## A. PERSONNEL PRESENT:

Name	Position	Company
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

(List additional personnel on reverse side)

## B. DRAWINGS AND SPECS:

I. Has each spec paragraph, contract drawing, and shop drawing been  
studied? YES \_\_\_\_\_ NO \_\_\_\_\_II. Do all parties have up-to-date drawings and specifications?  
YES \_\_\_\_\_ NO \_\_\_\_\_

## C. SHOP DRAWINGS INVOLVED:

Transmittal/Item	Code	Contractor or Gov't Approval
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

## ATTACHMENT NO.2 (continued)

## D. MATERIALS:

I. Are all materials on hand? YES \_\_\_\_\_ NO \_\_\_\_\_

II. Have all materials been checked for contract compliance against approved shop drawings? YES \_\_\_\_\_ NO \_\_\_\_\_

III. Items not on hand or not in accordance with transmittals (if not on hand, check during initial phase):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

## E. TESTS required in accordance with contract requirements:

Test/Paragraph

Frequency

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

## F. ACCIDENT PREVENTION: Has Hazard Analysis been completed?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, attach a copy, if no, explain:

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## ATTACHMENT NO.2 (continued)

## G. EQUIPMENT Requiring Operational Check:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

H. WORKMANSHIP: Have procedures for accomplishing work been reviewed with appropriate people? YES \_\_\_\_\_ NO \_\_\_\_\_

I. PREVIOUS WORK: Has all preliminary work been accomplished in accordance with contract requirements and is this feature of work ready to start? YES \_\_\_\_\_ NO \_\_\_\_\_

Explain any problems: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

J. HI-LIGHTING SPECIFIC ITEMS: Hi-light specific items noted during the Preparatory Phase inspection. ie, (Med. Voltage cable shall be hi-pot tested).

K. OTHER COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Quality Control Representative  
Signature

SECTION 01440 ATTACHMENT NO.3  
INITIAL PHASE CHECKLIST

CONTRACTOR'S NAME (Address)

Contract No.:\_\_\_\_\_ Date Initial Held: \_\_\_\_\_

Title:\_\_\_\_\_ Spec Section:\_\_\_\_\_

Drawing No(s).:\_\_\_\_\_

Definable Feature of Work:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## A. PERSONNEL PRESENT:

Name	Position	Company
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

## B. MATERIALS being used are in strict accordance with the contract plans and specifications? YES \_\_\_\_\_ NO \_\_\_\_\_

If not, explain:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT NO.3 (continued)

## C. WORKMANSHIP:

I. Procedures and/or work methods witnessed are in strict compliance with the requirement of the contract specifications? YES \_\_\_\_\_ NO \_\_\_\_\_

If not, explain: \_\_\_\_\_

II. Workmanship is acceptable? YES \_\_\_\_\_ NO \_\_\_\_\_

State area where improvement is needed: \_\_\_\_\_

D. SAFETY violations and corrective action taken: \_\_\_\_\_

E. COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
Quality Control Representative  
Signature





## SECTION 01440 ATTACHMENT NO.4

## DAILY CONSTRUCTION QUALITY CONTROL REPORT

(Sample of Typical Contractor Daily Quality Control Report)

CONTRACTORS NAME (Address)

Date \_\_\_\_\_ Report No. \_\_\_\_\_ Contract No. DAC( )

65-\_\_-C-\_\_\_\_\_ Project Name and Location of work: \_\_\_\_\_

Weather: Clear P. Cloudy Cloudy Rain: \_\_\_\_ inches Temp. \_\_\_\_ min. \_\_\_\_ max. Other  
Weather Conditions \_\_\_\_\_

## 1. Contractor (C) or Sub-contractor (S), and Area of Responsibility:

- a. ( ) \_\_\_\_\_
- b. ( ) \_\_\_\_\_
- c. ( ) \_\_\_\_\_
- d. ( ) \_\_\_\_\_
- e. ( ) \_\_\_\_\_

## 2. Equipment Data. (Indicate items of construction equipment, other than hand tools, at the job site and whether or not used):

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## 3. Work Performed Today (Indicate identity of Contractor and Sub-contractors, location, and description of work:

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## 4. Results of Surveillance: (Include satisfactory work completed, or deficiencies with action to be taken):

a. Preparatory Phase: \_\_\_\_\_

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b. Initial Phase: \_\_\_\_\_

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---

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c. Follow-up Phase: \_\_\_\_\_

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## DAILY CONSTRUCTION QUALITY CONTROL REPORT (Continued)

5. Tests performed as required by plans and specifications and the results:

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6. Verbal instructions received (List instructions given by Government personnel on construction deficiencies, retesting required, etc. Include the name of Government person, time and place instructions given, and action taken to comply:

---

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7. Job Safety (Include deficiencies and corrective action taken:

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---

---

8. Equipment Data (Indicate items of construction equipment, other than hand tools, at the job site, and whether or not used):

---

---

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9. Material and equipment items that arrived at the job site. Indicate compliance or non-compliance of these items with approved shop drawings, the contract plans and specifications, and the storage of the item is required prior to the time of installation, indicate how this storage was provided and whether or not it is adequate:

---

---

10. Remarks (Cover any conflicts in the plans and specifications, instructions, or delays):

---

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---

CONTRACTOR'S VERIFICATION: THE ABOVE REPORT IS COMPLETE AND ALL DATA LISTED IS CORRECT. ALL MATERIALS PROVIDED, EQUIPMENT USED, AND WORKMANSHIP FOR THIS REPORTING PERIOD ARE IN COMPLIANCE WITH THE CONTRACT PLANS AND SPECIFICATIONS EXCEPT AS NOTED ABOVE.

SIGNED

\_\_\_\_\_  
CONTRACTOR'S QC SYSTEM MANAGER



SECTION 01440 ATTACHMENT NO.5  
TEST REPORT

CONTRACTOR'S NAME (Address)

STRUCTURE OR BUILDING\_\_\_\_\_

CONTRACT NO.\_\_\_\_\_

DESCRIPTION OF ITEM, SYSTEM OR PART OF SYSTEM TESTED:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DESCRIPTION OF TEST:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME AND TITLE OF PERSON IN CHARGE OF PERFORMING TESTS FOR CONTRACTOR:

NAME\_\_\_\_\_

TITLE\_\_\_\_\_

SIGNATURE\_\_\_\_\_

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED ITEM, SYSTEM OR PART OF SYSTEM HAS  
BEEN TESTED AS INDICATED ABOVE AND FOUND TO BE ENTIRELY SATISFACTORY AS  
REQUIRED IN THE CONTRACT SPECIFICATIONS.

SIGNATURE OF CONTRACTOR QUALITY CONTROL INSPECTOR

\_\_\_\_\_

DATE\_\_\_\_\_

REMARKS:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECTION 01440 ATTACHMENT NO. 6  
DEFICIENCY TRACKING LOG

\_\_\_\_\_ Construction Deficiency  
 \_\_\_\_\_ Safety Deficiency

Contract No. \_\_\_\_\_  
 Project Title \_\_\_\_\_

Date	Reported	Deficient	Description of Corrective	Date	Verified
Reported	By	Work	Actions Taken	Corrected	By
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

-- End of Section --

SECTION 01500  
TEMPORARY CONSTRUCTION FACILITIES

3/98

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

1.1.1 Site Plan

The Contractor shall prepare a site plan indicating the proposed location and dimensions of any area to be fenced and used by the Contractor, the number of trailers to be used, entrance(s), utilities, and details of the fence installation. Any areas which may have to be graveled to prevent the tracking of mud shall also be identified. The Contractor shall also indicate any supplemental or other staging area.

1.1.2 Identification of Employees

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display identification as approved and directed by the Contracting Officer. Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the project. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

1.1.3 Employee Parking

Contractor employees shall park privately owned vehicles in an area designated by the Contracting Officer. This area will not necessarily be within reasonable walking distance of the construction site. The Contractor shall provide transportation between the parking area and the construction site. Contractor employee parking shall not interfere with existing and established parking requirements of the facility.

1.2 AVAILABILITY AND USE OF UTILITY SERVICES

1.2.1 Payment for Utility Services

The Government will make all reasonably required utilities available to the Contractor from existing outlets and supplies, as specified in the contract. The amount of each utility service consumed shall be charged to an paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

1.2.2 Meters and Temporary Connections

The Contractor, at its expense and in a workmanlike manner satisfactory to

the Contracting Officer, shall provide and maintain all necessary temporary connections, distribution lines, meters, and meter bases required to measure the amount of each utility used for the purpose of determining charges. The Contractor shall notify the Contracting Officer, in writing, 5 working days before final electrical connection is desired so that a utilities contract can be established. The Contracting Officer will then inform the Facility to make the final service connection. Under no circumstance shall the Contractor make the final electrical connection. Other utility connections shall be made by the Contractor as directed by the Contracting Officer.

#### 1.2.3 Advance Deposit

An advance deposit for utilities consisting of an estimated month's usage or a minimum of \$50.00 will be required. The last monthly bills for the Federal fiscal year (01 Oct through 30 Sep of the following year) will normally be offset by the deposit and adjustments will be billed or returned as appropriate. Services to be rendered for the next Federal fiscal year, beginning 1 October, will require a new deposit. Notification of the due date for this deposit will be mailed to the Contractor prior to the end of the current Federal fiscal year.

#### 1.2.4 Final Meter Reading

Before completion of the project work and final acceptance of the work by the Government, the Contractor shall notify the RFAAP Utility Sales Officer 5 working days before termination is desired. The Government will take a final meter reading, disconnect service, and notify the Contractor of the final amount due, if any. The Contractor shall then remove all the temporary distribution lines, meter(s), meter base(s), and associated paraphernalia, and restore all disturbed areas to original condition or better prior to final acceptance of the work by the Government. The Contractor shall pay all outstanding utility bills before final acceptance of the work by the Government.

#### 1.2.5 Sanitation

The Contractor shall provide and maintain within the construction area minimum field-type sanitary facilities approved by the Contracting Officer. Government toilet facilities will not be available to Contractor's personnel.

#### 1.2.6 Telephone

The Contractor shall make arrangements and pay all costs for telephone facilities desired.

### 1.3 BULLETIN BOARD, PROJECT SIGN, AND PROJECT SAFETY SIGN

#### 1.3.1 Bulletin Board

Within fifteen days after receipt of the Notice To Proceed, the Contractor shall provide a weatherproof bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of

the wage decision contained in the contract documents, Wage Rate Information poster, and other information required or approved by the Contracting Officer. The bulletin board shall be located at the project site in a conspicuous place, easily accessible to all employees, as approved by the Contracting Officer. Legible copies of the aforementioned data shall be displayed until work under this contract is completed. Upon completion of work the bulletin board shall be removed by and remain the property of the Contractor.

#### 1.3.2 Project and Safety Signs

The requirements for the signs, their content, and location shall be provided at a location designated by the Contracting Officer. The signs shall be erected within 15 days after receipt of the Notice to Proceed. Both signs shall be erected as indicated on Attachment No. 3, attached hereto. The data required by the safety sign shall be corrected daily, with light colored metallic or non-metallic numerals. Upon completion of the project, the signs shall be removed and disposed of by the Contractor.

##### 1.3.2.1 Project Sign

The project sign shall conform to the requirements as indicated on Attachment No.1, attached hereto.

##### 1.3.2.2 Safety Sign

The safety sign shall conform to the requirements as indicated on Attachment No.2, attached hereto. The data required by the sign shall be corrected daily, with light colored metallic or non-metallic numerals. Numerals, including mounting hardware, shall be subject to the approval of the CO.

##### 1.3.2.3 Payment

No separate payment will be made for the sign work covered under this section of the specifications and all costs in connection therewith will be considered as a subsidiary obligation of the Contractor, covered by the contract prices in this contract.

#### 1.4 PROTECTION AND MAINTENANCE OF TRAFFIC

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flag men, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the



allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

#### 1.4.1 Haul Roads

The Contractor shall, at its own expense, construct access and haul roads necessary for proper prosecution of the work under this contract. Haul roads shall be constructed with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic shall be avoided. The Contractor shall provide necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic. The method of dust control shall be adequate to ensure safe operation at all times. Location, grade, width, and alignment of construction and hauling roads shall be subject to approval by the Contracting Officer. Lighting shall be adequate to assure full and clear visibility for full width of haul road and work areas during any night work operations. Upon completion of the work, haul roads designated by the Contracting Officer shall be removed.

#### 1.4.2 Barricades

The Contractor shall erect and maintain temporary barricades to limit public access to hazardous areas. Such barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night. Barricades and other physical protection shall be in accordance with EM 385-1-1.

### 1.5 CONTRACTOR'S TEMPORARY FACILITIES

#### 1.5.1 Administrative Field Offices and Storage Areas

The Contracting Officer will designate an area within which the Contractor shall be permitted to place administrative or storage trailers for equipment and limited construction materials other than in trailers. The Contractor shall provide and maintain administrative field office facilities within the construction area at the designated site. Government office and warehouse facilities will not be available to the Contractor's personnel.

##### 1.5.1.1 Storage Area(s)

The Contractor shall construct a temporary 6-foot high chain link fence around all trailers and materials. The fence shall include plastic strip inserts, colored green or brown, such that visibility through the fence is obstructed. Fence posts may be driven in lieu of concrete bases where soil conditions permit. No trailers, materials, or equipment shall be placed or stored outside the fenced area unless such trailers, materials or equipment are assigned a separate and distinct storage area by the CO away from the vicinity of the construction site but within the boundaries of the Post. At no time shall trailers, equipment or materials be open to public view with the exception of those items which are in support of ongoing work on any

given day. Materials shall not be stockpiled outside the fence in preparation for the next day's work. At the end of each work day, mobile equipment such as tractors, wheeled lifting equipment, cranes, trucks and like equipment shall be parked within the fenced area.

#### 1.5.1.2 Supplemental Storage Area(s)

Upon request of the Contractor, the CO will designate another or supplemental area for the Contractor's use and storage of trailers, equipment and materials. This area may not be in close proximity to the construction site, but shall be within the boundaries of the Post. Fencing of materials or equipment will be required at this site; however, the Contractor shall be responsible for cleanliness and orderliness of the storage area used. The Contractor shall be responsible for the security of any materials or equipment stored in this area. No utilities will be provided to this area by the Government.

#### 1.5.1.3 Appearance of Trailers

Trailers utilized by the Contractor, whether for the purpose of administrative use or materials storage, shall present a clean and neat exterior appearance and be in a state of good repair. Trailers which, in the opinion of the CO, are not in good repair shall not be allowed on the Post.

#### 1.5.1.4 Equipment

Any item of construction equipment, with the exception of hand tools, which becomes inoperable shall be repaired within five (5) working days or removed from the construction site.

#### 1.5.1.5 Maintenance of Storage Area(s)

It shall be the responsibility of the Contractor to keep all fencing in a state of good repair and proper alignment. Should the Contractor elect to traverse grassed or other areas without paving that are not established roadways, with construction equipment or other vehicles, such grassed or other areas shall be covered with a layer of gravel as necessary to prevent rutting and to prevent the tracking of mud onto paved or established roadways. Gradation of the gravel shall be at the discretion of the Contractor. The Contractor shall be responsible for the cutting of grass located within the boundaries of the construction site for the duration of the project. Grass and vegetation along fences, buildings, under trailers and in areas not accessible to mowers shall be edged or trimmed neatly.

#### 1.5.1.6 Sanitation

It shall be the responsibility of the Contractor to provide and maintain minimum field-type sanitary facilities, approved by the CO, within the construction area. Present Government toilet facilities will not be available to the Contractor's personnel.

#### 1.5.1.7 Telephone

The Contractor shall be responsible for making all arrangements and paying all cost for telephone facilities he may require.

#### 1.5.2 Security Provisions

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of its own equipment; in addition, the Contractor shall notify the appropriate law enforcement agency requesting periodic security checks of the temporary project field office.

#### 1.6 CLEANUP

Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities which are salvageable shall be stored within the fenced area described above or at the supplemental storage area. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored.

#### 1.7 RESTORATION OF STORAGE AREA

Upon completion of the project and after removal of trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including top soil and seeding as necessary.

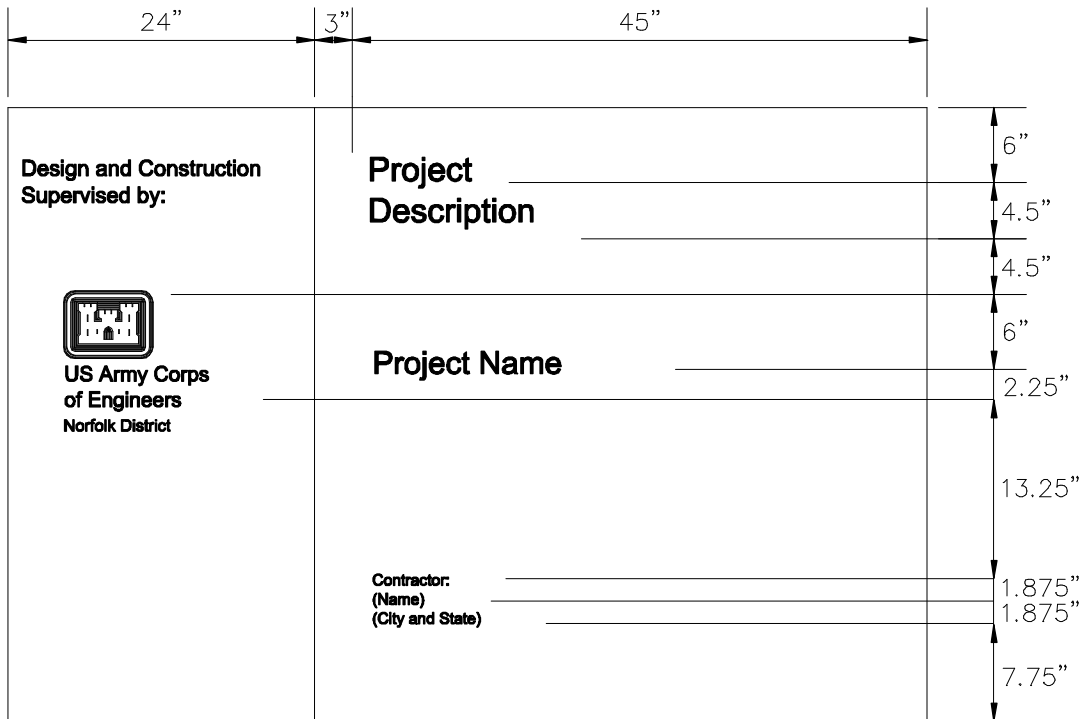
PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

## PROJECT SIGN

The graphic format for this 4'x6' sign panel follows the legend guidelines and layout as specified below. The large 4'x4' section of the panel on the right is to white with black legend. A 2'x4' decal provided by the Corps shall be placed on the left side of the sign panel.



### Project Description:

One to three line project title legend describes the work being done under this contract.

Color: Black; Typeface: 3" Helvetica Bold; Maximum line length: 42"

### Project Name:

One to three line identification of project or facility.

Color: Black; Typeface 1.5" Helvetica Bold; Maximum line length: 42"

Cross-align the first line of PROJECT NAME with the first line of the Corps Signature as shown.

### Contractor:

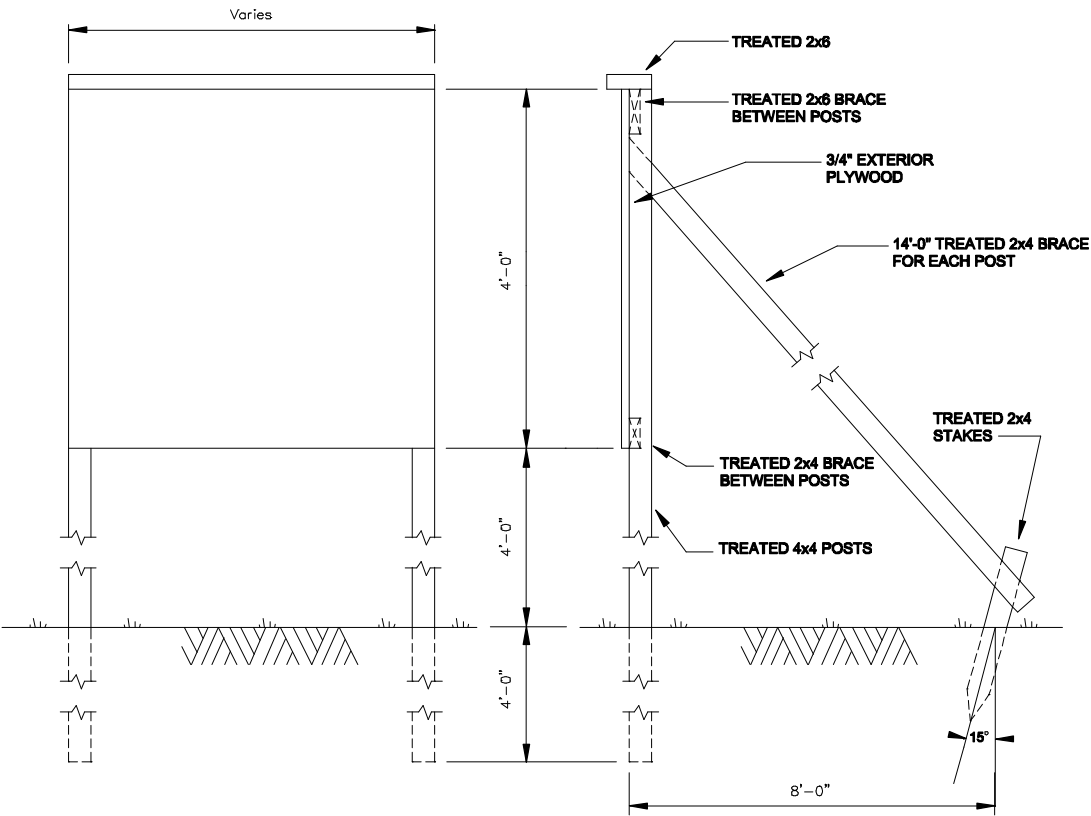
One to five line identification of prime contractors including: type (architect, general contractor, etc.), corporate or firm name, city, state.

Color: Black; Typeface: 1.25" Helvetica Bold; Maximum line length: 21"

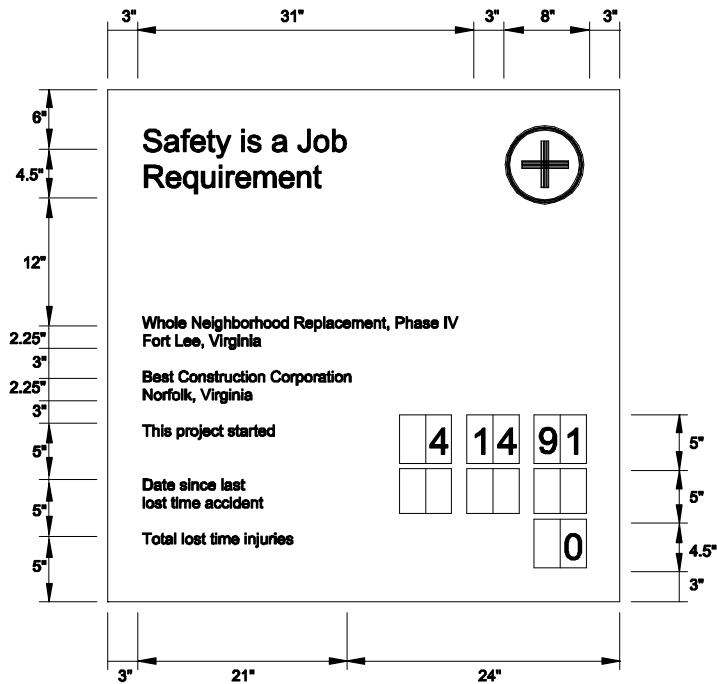
All typography is flush left and ragged right, upper and lower case with initial capitals only as shown.

Letter and word spacing to follow Corps Standards (EP 310-1-6a and 6b).

SIGN ERECTION DETAILS



## SAFETY SIGN



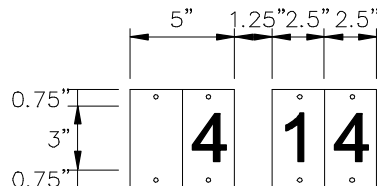
All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter and word spacing to follow Corps Standards (EP 310-1-6a and 6b).

**Legend Group 1:** Standard two-line title "Safety is a Job Requirement" with (8" od.) Safety Green First Aid logo. Typeface: 3" Helvetica Bold; Color: Black.

**Legend Group 2:** One to two-line project title legend describes the work being done under this contract and name of host project. Typeface: 1.5" Helvetica Regular; Color: Black; Maximum line length: 42".

**Legend Group 3:** One to two-line identification: name of prime contractor and city, state address. Typeface: 1.5" Helvetica Regular; Color: Black; Maximum line length: 42".

**Legend Group 4:** Standard safety record captions as shown. Typeface 1.25" Helvetica Regular; Color: Black.



Replaceable numbers are to be mounted on white 0.060 aluminum plates and screw-mounted to backdrop. Typeface: 3" Helvetica Regular; Color: Black; Plate size: 2.5"x 4.5".

SECTION 01560  
ENVIRONMENTAL PROTECTION (PROJECT SITE)

03/96

PART 1 GENERAL

1.1 DEFINITIONS

For the purpose of this specification environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare, unfavorably alter ecological balances of importance to human life, and may affect other species and natural resources of importance to man.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are listed in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910.94-SUBPART G	Occupational Health and Environmental Control
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Generators of Hazardous Waste
40 CFR 263	Transporters of Hazardous Waste
40 CFR 264	Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
49 CFR 178	Shipping Container Specifications

CORPS OF ENGINEERS (COE)

EP-1165-2-304	Perspective on Flood Plain Regulations for Flood Plain Management (1976)
ER-1165-2-26	Implementation of Executive Order 11988 on Flood Plain Management (March 1984)
EM 385-1-1	(1996) Safety and Health Requirements Manual

VIRGINIA SOIL AND WATER CONSERVATION COMMISSION (VSWCC)

VESCH	Virginia Erosion and Sediment Control Handbook (1992)
-------	---

## VIRGINIA ADMINISTRATIVE CODE

9VAC25-31 Virginia Pollutant Discharge Elimination  
Syste

9VAC25-180 (VPDES) General Permit For Storm Water  
Discharges From Construction Sites

## 1.3 SUBMITTALS

The contractor shall submit the following in accordance with Section 01300 SUBMITTAL PROCEDURES.

## SD-01 Data

## Preconstruction Survey; GA

Prior to commencement of work the Contractor shall perform a preconstruction survey of the project site with the Contracting Officer and take photographs showing existing environmental conditions in and adjacent to the site. A brief report of the results of this survey shall be prepared by the contractor and copies furnished to the Contracting Officer. The contractor shall certify that he has read and understands regulations 29 CFR 1910.94-SUBPART G, 40 CFR 261, 40 CFR 262, 40 CFR 263, 40 CFR 264, 49 CFR 178, EP-1165-2-304, ER-1165-2-26, 9VAC25-31, 9VAC25-180, and VESCH provide proof that he has performed work in accordance with these regulations.

## Environmental Protection Plan; GA

The Contractor shall submit for approval within 10 days after Notice to Proceed, and prior to any work on the site, his written Environmental Protection Plan. The Contractor shall meet with the Contracting Officer, to discuss the proposed Environmental Protection Plan and to develop mutual understanding relative to the details of environmental protection, including measures for protecting natural resources, required reports, and other measures to be taken. The plan shall demonstrate compliance with 29 CFR 1910.94-SUBPART G, 40 CFR 261, 40 CFR 262, 40 CFR 263, 40 CFR 264, 49 CFR 178, EM 385-1-1, EP-1165-2-304, ER-1165-2-26, 9VAC25-180, and VESCH.

## Erosion Control Plan; GA

The contractor shall, within 10 days after the Notice to Proceed, submit an Erosion Control Plan in accordance with VESCH and as otherwise specified for approval of the Contracting Officer, showing the Contractor's scheme for controlling erosion and disposing of wastes. The Erosion Control Plan shall include as a minimum the following items indicating adequate measures to:

- a. Reduce by the greatest extent practicable the area and duration of exposure of readily erodible soils.
- b. Protect the soils by use of temporary vegetation, or seeding



and mulch, or by accelerating the establishment of permanent vegetation. Complete and protect segments of work as rapidly as is consistent with construction schedules.

c. Retard the rate of runoff from the construction site and control disposal of runoff.

d. Sprinkle or apply dust suppressors, or otherwise keep dust within tolerable limits on haul roads and at the site.

e. Borrow areas furnished by the contractor shall be at a location where pollution from the operation can be minimized. Locations should be avoided where pollution would be inevitable.

f. Provide temporary measures for the control of erosion in the event construction operations are suspended for any appreciable length of time.

g. Provide protection against discharge of pollutants such as chemicals, fuel, lubricants, or sewage into any stream.

h. Locate sanitary facilities away from streams, wells, or springs.

Hazardous Waste Disposal Permit; FIO

Submit copies of state and local permit or license showing such agencies' approval of the disposal plan.

9VAC25-180; FIO

The Contractor shall provide a copy of his application for the 9VAC25-180 Permit at least five days prior to submittal to appropriate office of the Commonwealth of Virginia. The Contractor shall obtain the 9VAC25-180 in accordance with Virginia Pollutant Discharge Elimination System (VPDES) General Permit For Storm Water Discharges From Construction Sites and provide a copy to the Contracting Officer prior to any work on the site.

#### 1.4 GENERAL REQUIREMENTS

##### 1.4.1 General

The work covered by this section consists of furnishing all labor, materials and equipment and performing all work required for the prevention of environmental pollution during and as the result of construction operations under this contract. In the event the measures set forth in other Technical Provisions of these specifications and this Section conflict, the most stringent standard shall apply. The control of environmental pollution requires consideration of air, water, and land

##### 1.4.2 Provisions

Provide and maintain, during the life of the contract, environmental

protection. Plan for and provide environmental protective measures to control pollution that develops during normal construction practice. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project.

#### 1.4.3 Compliance

The contractor shall comply with Federal, state, and local regulations pertaining to the environmental pollution control and abatement, including but not limited to water, air, land, and noise pollution. All applicable provisions of the Corps of Engineers Manual, EM 385-1-1, entitled "Safety and Health Requirements Manual" in effect on the date of solicitation, as well as the specific requirements stated elsewhere in the contract specifications shall be strictly observed and enforced.

#### PART 2 PRODUCTS (Not Applicable)

#### PART 3 EXECUTION

##### 3.1 NOTIFICATION

The Contracting Officer will notify the contractor in writing of any non-compliance with the foregoing provisions and the action to be taken. The contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the contractor unless it was later determined that the contractor was in compliance.

##### 3.2 SUBCONTRACTORS

Compliance with the provisions of this section by subcontractors will be the responsibility of the contractor.

##### 3.3 PROTECTION OF WATER RESOURCES

The contractor shall not pollute streams, lakes or reservoirs with fuels, oils, bitumens, calcium chloride, acid construction wastes or other harmful materials. It is the responsibility of the contractor to investigate and comply with all applicable Federal, State, County and Municipal laws concerning pollution of rivers and streams. All work under this contract shall be performed in such a manner that objectionable conditions will not be created in streams through or adjacent to the project areas.

##### 3.4 INDUSTRIAL POLLUTION HAZARDS

Hazardous substances as defined in 40 CFR 261 or as defined by applicable state and local regulations, and dust which poses air pollution hazards

shall be controlled as approved to comply with all applicable laws which govern the work.

#### 3.4.1 DUST CONTROL

The contractor shall maintain all work areas free from dust which would contribute to air pollution. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

#### 3.5 MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

During the life of this contract the contractor shall maintain all facilities constructed for pollution control under this contract as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

#### 3.6 MAINTENANCE OF PERMITS

The Contractor shall immediately provide to the Contracting Officer two copies of any modification, revocation or reissuance of any applicable permit required to complete the work. The Contractor shall provide two copies of all correspondence with Federal, State or Local Government offices regarding any applicable permit within 5 days. The Contractor shall notify the Contracting Officer in writing at least 5 days prior to any visit to the site by any Federal, State or Local Government office, other than those scheduled by the Contracting Officer, scheduled to observe compliance with applicable permits provided the Contractor receives at least 5 days notice. Otherwise the Contractor shall immediately provide the Contracting Officer written notice of the date, time, office(s) participating and features to be observed by the most expeditious means available.

-- End of Section --

SECTION 01700  
AS-BUILT RECORD DRAWINGS AND SHOP DRAWINGS

03/98

PART 1 GENERAL

1.1 GENERAL

The Contractor shall, upon completion of each facility under this contract, provide the Contracting Officer as-built record contract drawings and as-built reproducible shop drawings.

1.2 AS-BUILT CONTRACT DRAWINGS

1.2.1 Record of Job Progress Changes and Corrections

During the progress of the job, the Contractor shall keep a careful record at the job site of all construction changes and corrections from the layouts and details and conditions shown on the drawings. These as-built contract drawings shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the contract set of drawings, and all deviations, modifications, or changes from those drawings, however minor, which were incorporated in the work, including all additional work not appearing on the contract drawings, and all changes which are made after any final inspection of the contract work. The as-built drawings changes shall be annotated in a single color (RED) and shall indicate in addition to all changes and corrections, the actual location, kinds and sizes of all subsurface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The depth below the surface of each run shall also be recorded at each high and low point.

1.2.2 Additional Work

In the event the Contractor accomplished additional work which changes the as-built conditions of the facility after submission of the final as-built drawings, the Contractor shall furnish revised and/or additional drawings as required to depict final as-built conditions. The requirements for these additional drawings will be the same as for the as-built drawings specified in this paragraph.

1.2.3 Daily Record of As-Built Conditions

The Contractor shall maintain a full-size set of contract drawings for depicting the record of as-built conditions. These as-built drawings shall be maintained in a current condition at all times during the entire contract period and shall be readily available for review by the CO at all

times. All changes from the contract plans which are made in the work, or additional information which might be uncovered in the course of construction, shall be recorded on the prints accurately and neatly by means of details and notes using clearly contrasting single colored (RED) pen to permit ready identification of the change to the print. The as-built drawings shall reflect correctly scaled drawings of the construction as actually performed, and include but not be limited to as-built features showing:

- a. Complete and accurate scaled drawings of as-built conditions that are changed from the contract drawings.
- b. Layout and schematic drawings of electrical circuits, pole lines, and piping, etc.
- c. Correct dimensions and details transferred from shop drawings and contract changes.
- d. Correction of alignment, cross section, and layout of earthwork, roadways, etc.
- e. Actual location of anchors, embedded items, construction and control joints, depth of footings, etc., for concrete and masonry work.
- f. Changes in location of equipment and architectural features.
- g. Deletion of phrases such as "optional requirement," or "or equal," etc., with a listing of the specific items of material or equipment provided.
- h. Unusual or uncharted obstructions encountered in the contract work area during construction.
- i. Location, extent, thickness, and size of stone protection, particularly where it will be covered by water.
- j. Actual invert locations and elevations, where different from those shown on the contract drawings, for utility and process pipelines.
- k. The Contractor shall complete the AS-BUILT DRAWING CHECKLIST, attached hereto, and submit it with the as-built drawings.

#### 1.2.4 Submittal to the Contracting Officer for Review and Approval

Two sets of the as-built marked-up drawings shall be delivered to the CO, at the time of beneficial occupancy of each structure or facility involved under this contract, for review and approval. This submittal shall include a copy of the AS-BUILT DRAWING CHECKLIST signed by the CQC Manager. If, upon review of the as-built drawings, errors and/or omissions are found, the as-built marked-up prints will be returned to the Contractor for correction. The Contractor shall complete the corrections and return the drawings to the CO upon transfer of the facility.

### 1.3 AS-BUILT SHOP DRAWINGS

Upon completion of each separate facility or phase of work under this contract, the Contractor shall provide a complete reproducible set of all shop drawings as finally approved and one set of prints. These shop drawings shall show all changes made up to the time the equipment, materials or general construction was completed and accepted. This requirement applies only to those features that are extensions of design (including but not limited to pre-engineered metal buildings and similar), designs provided by the contractor (including but not limited to sprinkler systems and similar), and approved deviations from the contract drawings. Reproducible drawings shall be on Mylar drafting media or approved equal.

### 1.4 PAYMENT FOR AS-BUILTS CONTRACT/SHOP DRAWINGS

No separate payment shall be made to the Contractor for preparation of either As-Built Contract Drawings or As-Built Shop Drawings. If the Contractor fails to maintain the in-progress as-built contract/shop drawings as required herein, the CO will deduct from the monthly progress payment, an amount representing the estimated monthly cost of maintaining the record drawings, and will continue deduction of the 10% retainage even after 50% completion of the contract. In addition, final payment with respect to separately priced facilities or the contract as a whole, will be withheld until proper as-built contract/shop drawings have been provided to the CO.

## AS-BUILT DRAWINGS CHECKLIST

Project	Contract #
Contractor	Date

Check one of the following:	YES	NO	N/A
1. Revisions to site layout plans indicated.	___	___	___
2. Site Grading Plan:	___	___	___
a. Finish grade change indicated.	___	___	___
b. Manhole location & invert elevations shown correct.	___	___	___
c. Finish floor elevations of building(s) shown correct.	___	___	___
d. Road locations with turn outs, drainage, etc.	___	___	___
3. Exterior utility lines, locations (actual routing), type of material and heat tracing, size & type of valves, drain cocks, air rents, etc., all shown correct for the following:			
a. Gas	___	___	___
b. Water	___	___	___
c. Steam	___	___	___
d. Condensate	___	___	___
e. Sanitary Sewer	___	___	___
f. Electrical Power	___	___	___
g. Communications, Fire alarms, etc.	___	___	___
4. All road layouts & detail revisions noted.	___	___	___
5. Record temporary water, power, or any other utility or structural appurtenance abandoned in place.	___	___	___

Check one of the following:	YES	NO	N/A
6. Architectural:			
a. Floor plans dimensional changes noted.	_____	_____	_____
b. Door locations size & swing revisions indicated.	_____	_____	_____
c. Interior finish schedule changes noted.	_____	_____	_____
d. All wall section and detail changes noted.	_____	_____	_____
e. Roof plan drain locations, scuppers, roof mounted equipment and slope shown correct.	_____	_____	_____
f. All Equipment Schedules corrected to reflect actual equipment installed or furnished.	_____	_____	_____
g. Reflected ceiling plan shows actual mechanical and electrical access panels, grill opening locations.	_____	_____	_____
7. Structural:			
a. Footing plan revisions noted. Elevation of bottom of footings and type of material (soil).	_____	_____	_____
b. All schedules for footings columns, beams and girders shown as actually constructed.	_____	_____	_____
c. Concrete equipment pads shown in correct location, size and reinforcement.	_____	_____	_____
d. Floor framing plan dimensions, section cuts, expansion joints, construction joints, and floor openings shown correct.	_____	_____	_____
e. Concrete structural details indicate actual steel reinforcement provided.	_____	_____	_____
f. All miscellaneous structural supports for architectural, mechanical & electrical items shown as erected.	_____	_____	_____



Check one of the following:	YES	NO	N/A
8. Mechanical:			
a. Plumbing layout correct as shown.	_____	_____	_____
b. Riser diagrams correct as shown.	_____	_____	_____
c. Interior roof drain shown in correct locations.	_____	_____	_____
d. Fire sprinkler system installed as shown.	_____	_____	_____
e. Heating and air conditioning layout correct as shown.	_____	_____	_____
f. Equipment connections shown in actual locations.	_____	_____	_____
g. Equipment sizes & data shown on schedules are as installed.	_____	_____	_____
h. Sequence of operations, controls, etc, revised to reflect system installed.	_____	_____	_____
9. Electrical:			
a. Conduit layout for receptacles.	_____	_____	_____
b. All changes to riser and one line diagrams noted.	_____	_____	_____
c. Panel board configuration shown correct.	_____	_____	_____
d. Changes in equipment control circuits.	_____	_____	_____
e. Relocations of telephone outlets (paging outlets) and fire detectors shown on plans.	_____	_____	_____
f. Panel board circuit diagrams & schedules revision noted on drawings.	_____	_____	_____
g. Distribution system changes (wire sizes, type & routing) indicated on drawings.	_____	_____	_____
h. Street lighting layout shown as installed.	_____	_____	_____
i. Switchgear configuration changes reflected on drawings.	_____	_____	_____

Check one of the following:	YES	NO	N/A
10. Cross out such work as "optional requirement", "or equal", etc. and list specifically the items of material provided	_____	_____	_____
11. When catalog cuts, schematic drawings, parts lists, etc. are necessary to supplement marked-up contract drawings, clearly delineate what is actually installed if more than one size or model is illustrated. If more than one size or model is used on the job, indicate locations where each model is used.	_____	_____	_____
12. All executed contract modifications have been incorporated as appropriate.	_____	_____	_____
13. In some cases as-built shop drawings will be required. If required by the contract, the same procedure should be followed for as-built drawings. Note that a complete set of shop drawings are submitted to the user, therefore, shop drawing data must also reflect as-built conditions.	_____	_____	_____

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CERTIFICATION OF AS-BUILT CHECKLIST

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Date	Contractor Quality Control
	Manager Signature

PART 2 PRODUCTS (This Part Not Used)

PART 3 EXECUTION (This Part Not Used)

END>

## SECTION 01850

CONTRACT DRAWINGS  
03/98

## NORFOLK DISTRICT

<u>FILE NUMBER</u>	<u>REVISION</u>	<u>TITLE</u>
RAD269.01	-	G-1 COVER SHEET
RAD269.02		G-2 DRAWING INDEX, GENERAL NOTES AND ABBREVIATIONS
RAD269.03		G-3 PLANT VICINITY MAP AND GPS LOCATIONS
RAD269.04		C-1 C LINE NITROCELL AREA EXISTING SITE CONDITIONS PLAN
RAD269.05		C-2 C LINE NITROCELL AREA SITE DEMOLITION PLAN
RAD269.06		C-3 C LINE NITROCELL AREA PROPOSED PIPING PLAN
RAD269.07		C-4 C LINE NITROCELL AREA PROPOSED PAVING PLAN
RAD269.08		C-5 C LINE NITROCELL AREA PIPING PROFILES
RAD269.09		C-6 C LINE NITROCELL AREA PIPING PROFILES
RAD269.10		C-7 C-LINE NITROCELL AREA PIPING PROFILES
RAD269.11		C-8 AB LINE NAC/SAC BUILDING EXISTING SITE AND DEMOLITION PLAN
RAD269.12		C-9 AB LINE NAC/SAC BUILDING FORCE MAIN PLAN AND PROFILE
RAD269.13		C-10 AB LINE NAC/SAC BUILDING FORCE MAIN PLAN AND PROFILE
RAD269.14		C-11 AB LINE NAC/SAC BUILDING FORCE MAIN PAVING PLAN
RAD269.15		C-12 POWER HOUSE BLOW DOWN REPLACEMENT (MH665/ACMH600)
RAD269.16		C-13 AB LINE ACID AREA EXISTING SITE CONDITIONS PLAN
RAD269.17		C-14 AB LINE ACID AREA SITE DEMOLITION PLAN
RAD269.18		C-15 AB LINE ACID AREA PROPOSED PIPING PLAN
RAD269.19		C-16 AB LINE ACID AREA PAVING PLAN
RAD269.20		C-17 AB LINE ACID AREA PIPING PROFILES
RAD269.21		C-18 AB LINE ACID AREA PIPING PROFILES
RAD269.22		C-19 AB LINE ACID AREA (MH625/626) EXISTING SITE AND DEMOLITION PLAN
RAD269.23		C-20 AB LINE ACID AREA (MH625/626)

		PROPOSED PIPING PLAN
RAD269.24	C-21	AB LINE ACID AREA (MH625/626) PAVING PLAN
RAD269.25	C-22	AB LINE ACID AREA (MH625/626) PIPING PROFILES
RAD269.26	C-23	PIPE AND UTILITY TRENCH DETAILS
RAD269.27	C-24	PIPE AND UTILITY TRENCH DETAILS
RAD269.28	C-25	PIPE AND UTILITY TRENCH DETAILS
RAD269.29	C-26	MANHOLE DETAILS
RAD269.30	C-27	MANHOLE DETAILS
RAD269.31	C-28	MANHOLE DETAILS
RAD269.32	C-29	MANHOLE DETAILS
RAD269.33	C-30	MISCELLANEOUS DETAILS
RAD269.34	C-31	MISCELLANEOUS DETAILS
RAD269.35	C-32	EROSION AND SEDIMENT CONTROL DETAILS
RAD269.36	E-1	AB LINE NAC/SAC ELECTRICAL DEMOLITION AND PROPOSED PLAN

-- End of Section --

## SECTION 02220

## DEMOLITION

12/97

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## CORPS OF ENGINEERS (COE)

EM 385-1-1 (1996) Safety and Health Requirements  
Manual

## 1.2 GENERAL REQUIREMENTS

The work includes demolition, salvage of identified items and materials, and removal of resulting rubbish and debris. Rubbish and debris shall be removed from Government property daily, unless otherwise directed, to avoid accumulation at the demolition site. Materials that cannot be removed daily shall be stored in areas specified by the Contracting Officer. In the interest of occupational safety and health, the work shall be performed in accordance with EM 385-1-1, Section 23, Demolition, and other applicable Sections. In the interest of conservation, salvage shall be pursued to the maximum extent possible; salvaged items and materials shall be disposed of as specified.

## 1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

SD-08 Statements

Work Plan; GA.

The procedures proposed for the accomplishment of the work. The procedures shall provide for safe conduct of the work, including procedures and methods to provide necessary supports, lateral bracing and shoring when required, careful removal and disposition of materials specified to be salvaged, protection of property which is to remain undisturbed, coordination with other work in progress, and timely disconnection of utility services. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations in accordance with EM 385-1-1.

#### 1.4 DUST CONTROL

The amount of dust resulting from demolition shall be controlled to prevent the spread of dust to occupied portions of the construction site and to avoid creation of a nuisance in the surrounding area. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution.

#### 1.5 PROTECTION

##### 1.5.1 Protection of Personnel

During the demolition work the Contractor shall continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the demolition site. No area, section, or component of floors, roofs, walls, columns, pilasters, or other structural element will be allowed to be left standing without sufficient bracing, shoring, or lateral support to prevent collapse or failure while workmen remove debris or perform other work in the immediate area.

##### 1.5.2 Protection of Structures

Structural components that are designed and constructed to stand without lateral support or shoring, and are determined to be in stable condition, shall remain standing without additional bracing, shoring, or lateral support until demolished, unless directed otherwise by the Contracting Officer. The Contractor shall ensure that no elements determined to be unstable are left unsupported and shall be responsible for placing and securing bracing, shoring, or lateral supports as may be required as a result of any cutting, removal, or demolition work performed under this contract.

##### 1.5.3 Protection of Existing Property

Before beginning any demolition work, the Contractor shall survey the site and examine the drawings and specifications to determine the extent of the work. The Contractor shall take necessary precautions to avoid damage to existing items to remain in place, to be reused, or to remain the property of the Government; any damaged items shall be repaired or replaced as approved by the Contracting Officer. The Contractor shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing, and supports as required. The Contractor shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract.

A Professional Engineer, licensed in the state of Virginia, shall design the shoring, bracing, and temporary support systems required for the existing building structures. All designs shall be approved by the Contracting Officer prior to installation by the Contractor.

##### 1.5.4 Protection From the Weather

The interior of buildings to remain; salvageable materials and equipment shall be protected from the weather at all times.

#### 1.5.5 Environmental Protection

The work shall comply with the requirements of Section 01560 ENVIRONMENTAL PROTECTION (PROJECT SITE).

#### 1.6 BURNING

The use of burning at the project site for the disposal of refuse and debris will not be permitted.

#### 1.7 USE OF EXPLOSIVES

Use of explosives will not be permitted.

### PART 2 PRODUCTS (Not Applicable)

### PART 3 EXECUTION

#### 3.1 EXISTING STRUCTURES

Existing structures indicated shall be removed as indicated. Sidewalks, curbs, gutters and street light bases shall be removed as indicated.

#### 3.2 UTILITIES

Existing utilities shall be removed as indicated. When utility lines are encountered that are not indicated on the drawings, the Contracting Officer shall be notified prior to further work in that area.

#### 3.3 FILLING

Holes, open basements and other hazardous openings shall be filled in accordance with Section 02316.

#### 3.4 DISPOSITION OF MATERIAL

Title to material and equipment to be demolished, except Government salvage and historical items, is vested in the Contractor upon receipt of notice to proceed. The Government will not be responsible for the condition, loss or damage to such property after notice to proceed.

##### 3.4.1 Salvageable Items and Material

Contractor shall salvage items and material to the maximum extent possible.

##### 3.4.1.1 Material Salvaged for the Contractor

Material salvaged for the Contractor shall be stored as approved by the Contracting Officer and shall be removed from Government property before completion of the contract. Material salvaged for the Contractor shall not



be sold on the site.

#### 3.4.2 Unsalvageable Material

Material shall be disposed of offsite.

#### 3.5 CLEAN UP

Debris and rubbish shall be removed from basement and similar excavations. Debris shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

#### 3.6 PAVEMENTS

Existing pavements designated for removal shall be saw cut and removed in accordance with the details shown on the drawings and to the limits and depths indicated on the drawings.

-- End of Section --

## SECTION 02316

EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS  
11/97

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 422	(1963; R 1990) Particle-Size Analysis of Soils
ASTM D 1556	(1990; R 1996) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	(1991) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu. m.))
ASTM D 2216	(1998) Laboratory Determination of Water (Moisture) Content of Soil and Rock
ASTM D 2487	(1993) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2922	(1996) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 3017	(1996) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
ASTM D 3786	(1995) Test Method for Hydraulic Bursting Strength of Knitted Goods and Nonwoven Fabrics-Diaphragm Bursting Strength Tester Method
ASTM D 4318	(1984) Liquid Limit, Plastic Limit, and Plasticity Index of SoilsRef Title
ASTM D 4355	(1992) Deterioration of Geotextiles from Exposure to Ultraviolet light and Water (Xenon-Arc Type Apparatus)

ASTM D 4491	(1999) Water permeability of Geotextilels by Permittivity
ASTM D 4533	(1991; R1996) Trapezoid Tearing Strength of Geotextiles
ASTM D 4632	(1991; R 1996) Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	(1999) Determining Apparent Opening Size of a Geotextile
ASTM D 4833	(1988; R 1996el) Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products

VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT)

VDOT Standard	(1994) Virginia Department of Transportation - Road and Bridge Specifications
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U.S. ARMY, CORPS OF ENGINEERS

EM 385-1-1	(1996) Safety and Health Requirements Manua
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1.2 DEFINITIONS

1.2.1 Satisfactory Materials

Satisfactory materials shall comprise any materials classified by ASTM D 2487 as GW, GP, GM, GP-GM, GW-GM, GC, GP-GC, GM-GC, SW, SP, CL, ML, MH.

1.2.2 Unsatisfactory Materials

Materials classified by ASTM D 2487 as OL, OH, and Pt are unsatisfactory in-situ and as any kind of fill or backfill. Materials which do not comply with the requirements for satisfactory materials are unsatisfactory. Unsatisfactory materials also include man-made fills, trash, refuse, or backfills from previous construction. Unsatisfactory material also includes material classified as satisfactory which contains root and other organic matter, frozen material, and stones larger than 3 inches in any direction. The Contracting Officer shall be notified of any contaminated materials.

1.2.3 Cohesionless and Cohesive Materials

Cohesionless materials shall include materials classified in ASTM D 2487 as GW, GP, SW, and SP. Cohesive materials shall include materials classified as GC, SC, ML, CL, MH, and CH. Materials classified as GM and SM shall be identified as cohesionless only when the fines are nonplastic.

#### 1.2.4 Unyielding Material

Unyielding material shall consist of rock and gravelly soils with stones greater than 3 inches in any dimension or as defined by the pipe manufacturer, whichever is smaller.

#### 1.2.5 Unstable Material

Unstable material shall consist of materials too wet to properly support the utility pipe, conduit, or appurtenant structure.

#### 1.2.6 Degree of Compaction

Degree of compaction shall be expressed as a percentage of the maximum density obtained by the appropriate procedure presented in ASTM D 1557, abbreviated hereinafter as percent maximum density.

### 1.3 SUBSURFACE DATA

Subsurface overburden soils in the general project site consist of fills of varying composition, overlying residual soils. The residual soils within the depth of excavation required are derived from weathering of dolomitic bedrock and are composed of alternating layers of predominantly medium to stiff silts and clays of variable thickness. The overburden soils contain variable quantities of rock fragments, gravel, and may contain boulders. The top of the bedrock surface is pinnacled and is expected to be below the depth of excavation required for construction under this project. Groundwater is normally encountered below the depth of excavation required for construction under this contract. However, perched water may be encountered during construction activities. Subsoil investigation reports and boring logs from past subsurface investigations in the general project area are available at the Norfolk District.

### 1.4 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

#### SD-09 Reports

Soils Tests; FIO. Displacement of Sewers Test; FIO.

Copies of all laboratory and field test reports shall be submitted to the Contracting Officer within 72 hours of the completion of the test. Required soils tests for fill, backfill, and subgrade materials shall be submitted prior to beginning backfill and compaction operations.

## PART 2 PRODUCTS

### 2.1 MATERIALS

### 2.1.1 Select Granular Material

Select granular material shall consist of well-graded sand, gravel, crushed gravel, crushed stone or crushed slag composed of hard, tough and durable particles, and shall contain not more than 10 percent by weight of material passing a No. 200 mesh sieve and no less than 95 percent by weight passing the 1 inch sieve. The maximum allowable aggregate size shall be 1 inch, or the maximum size recommended by the pipe manufacturer, whichever is smaller.

### 2.1.2 Initial Backfill Material

Initial backfill shall consist of select granular material or satisfactory materials free from rocks 3 inches or larger in any dimension or free from rocks of such size as recommended by the pipe manufacturer, whichever is smaller. When the pipe is coated or wrapped for corrosion protection, the initial backfill material shall be free of stones larger than 1 inch in any dimension or as recommended by the pipe manufacturer, whichever is smaller.

### 2.1.3 Stone Bedding

Stone for bedding shall conform to the VDOT Standard for VDOT Number 57 Course aggregate.

### 2.1.4 Rip Rap

Rip rap shall conform to the the VDOT Standard for VDOT Class I rip rap.

### 2.1.5 Filter Cloth

Filter cloth shall be Amoco 1199 or equal. The filter cloth shall have the following properties:

Grab Tensile	ASTM D 4632	370/250 lb
Grab Elongation	ASTM D 4632	15 %
Mullen Burst	ASTM D 3786	480 psi
Puncture	ASTM D 4833	135 lb
Trapezoidal Tear	ASTM D 4533	100/60 lb%
UV Resistance	ASTM D 4355	15 %
AOS	ASTM D 4751	70 sieve
Permittivity	ASTM D 4491	0.28 sec <sup>-1</sup>
FLOW Rate	ASTM D 4491	18 gal/min/ft <sup>2</sup>

## 2.2 PLASTIC MARKING TAPE

Plastic marking tape shall be acid and alkali-resistant polyethylene film, 6 inches wide with minimum thickness of 0.004 inch. Tape shall have a minimum strength of 1750 psi lengthwise and 1500 psi crosswise. The tape shall be manufactured with integral wires, foil backing or other means to enable detection by a metal detector when the tape is buried up to 3 feet deep. The tape shall be of a type specifically manufactured for marking and locating underground utilities. The metallic core of the tape shall be encased in a protective jacket or provided with other means to protect it

from corrosion. Tape color shall be as specified in TABLE 1 and shall bear a continuous printed inscription describing the specific utility.

TABLE 1. Tape Color

Red:	Electric
Yellow:	Gas, Oil, Dangerous Materials
Orange:	Telephone, Telegraph, Television, Police, and Fire Communications
Blue:	Water Systems
Green:	Sewer Systems

### PART 3 EXECUTION

#### 3.1 DRAINAGE AND DEWATERING

##### 3.1.1 Drainage

Surface water shall be directed away from excavation and construction sites so as to prevent erosion, subgrade softening and undermining of foundations. Diversion ditches, dikes and grading shall be provided and maintained as necessary during construction. Excavated slopes and backfill surfaces shall be protected to prevent erosion and sloughing. Excavation shall be performed so that the site and area immediately surrounding the site and affecting operations at the site shall be continually and effectively drained.

##### 3.1.2 Dewatering

Groundwater flowing toward or into excavations shall be controlled to prevent sloughing of excavation slopes and walls, boils, uplift and heave in the excavation and to eliminate interference with orderly progress of construction. Control measures shall be initiated by the time the excavation reaches the water level, or when perched water is encountered, in order to maintain the integrity of the in-situ material. While the excavation is open, the water level shall be maintained continuously below the working level using mechanical pumping equipment.

#### 3.2 EXCAVATION

Excavation shall be performed to the lines and grades indicated. All excavation will be unclassified. During excavation, material satisfactory for backfilling shall be stockpiled in an orderly manner at a distance no closer to the banks of the trench or excavation than 1/2 the depth of the excavation, but in no instance closer than 2 feet. Excavated material not required or not satisfactory for backfill shall be removed from Government property or shall be disposed of at the direction of the Contracting Officer. Grading shall be done as may be necessary to prevent surface water from flowing into the excavation, and any water accumulating therein shall be removed, via mechanical pumping equipment, to maintain the stability of the bottom and sides of the excavation. Unauthorized overexcavation shall be backfilled in accordance with paragraph "BACKFILLING AND COMPACTION" at no additional cost to the Government.

### 3.2.1 Trench Excavation Requirements

The trench shall be excavated in accordance with the safety criteria of EM 385-1-1 and the recommendations of the manufacturer of the pipe to be installed. Trench walls below the top of the pipe shall be sloped, or made vertical, and of such width as recommended in the manufacturer's installation manual. Where no manufacturer's installation manual is available, trench walls shall be made vertical. Trench walls more than 5 feet high shall be shored, cut back to a stable slope, or provided with equivalent means of protection for employees who may be exposed to moving ground or cave in. Vertical trench walls more than 5 feet high shall be shored. Trench walls which are cut back shall be excavated to at least the angle of repose of the soil. Special attention shall be given to slopes which may be adversely affected by weather or moisture content. The trench width below the top of pipe shall not exceed 24 inches plus pipe outside diameter (O.D.) for pipes of less than 24 inches inside diameter and shall not exceed 36 inches plus pipe outside diameter for sizes larger than 24 inches inside diameter. Where recommended trench widths are exceeded, redesign, stronger pipe, or special installation procedures shall be utilized by the Contractor. The cost of redesign, stronger pipe, or special installation procedures shall be borne by the Contractor without any additional cost to the Government.

#### 3.2.1.1 Bottom Preparation

The bottoms of trenches shall be accurately graded to provide uniform bearing and support for concrete structures and the bottom quadrant of each section of the pipe. Bell holes shall be excavated to the necessary size at each joint or coupling to eliminate point bearing. Stones of 3 inches or greater in any dimension, or as recommended by the pipe manufacturer, whichever is smaller, shall be removed to avoid point bearing.

#### 3.2.1.2 Removal of Unyielding Material

Where bedding is not indicated and unyielding material is encountered in the bottom of the trench, such material shall be removed as directed to the required grade and replaced with suitable materials as provided in paragraph BACKFILLING AND COMPACTION. Payment therefore will be in conformance with the CHANGES clause of the CONTRACT CLAUSES.

#### 3.2.1.3 Removal of Unsatisfactory and Unstable Material

Where unsatisfactory or unstable materials are encountered in the bottom of the trench, such materials shall be removed to the depth directed and replaced to the proper grade with suitable materials as provided in paragraph BACKFILLING AND COMPACTION. Payment therefore will be in conformance with the CHANGES clause of the CONTRACT CLAUSES. When removal of unstable material is required due to action or inaction of the Contractor in his performance of the work, the resulting material shall be excavated and replaced with satisfactory material by the Contractor without additional cost to the Government.

### 3.2.2 Excavation for Appurtenances

Excavation for manholes, catch-basins, inlets, tanks, concrete utility trenches, or similar structures shall be sufficient to leave at least 12 inches clear between the outer structure surfaces and the face of the excavation or support members. Rock shall be cleaned of loose debris and cut to a firm level surface as directed. Loose disintegrated rock and thin strata shall be removed. Removal of unstable material shall be as specified above. When concrete or masonry is to be placed in an excavated area, special care shall be taken not to disturb the bottom of the excavation. Excavation to the final grade level shall not be made until just before the bedding material, concrete or masonry is to be placed.

### 3.2.3 Jacking, Boring, and Tunneling

Unless otherwise indicated, excavation shall be by open cut except that sections of a trench may be jacked, bored, or tunneled if, in the opinion of the Contracting Officer, the pipe, cable, or duct can be safely and properly installed and backfill can be properly compacted in such sections.

### 3.2.4 Blasting

Blasting will not be permitted.

### 3.2.5 Shoring

Excavation support systems shall be furnished and installed as necessary to protect workmen, adjacent infrastructure (i.e., structures, pavements, utilities, etc.). Shoring, bracing, sheeting, etc. shall be removed, as excavations are backfilled in a manner to prevent caving and/or damage to adjacent infrastructure. Contractor shall submit an excavation and shoring plan 30 days prior to excavation work in areas where the depth of excavation is 10 feet or more below the adjacent ground surface. The excavation and shoring plan shall be designed by a registered professional engineer, experienced in the design of such systems and shall include provisions for monitoring adjacent infrastructure for settlement and movement. Excavation work shall be halted and the Contractor's designer notified if any settlement or movement of adjacent infrastructure is observed. Excavation work shall not resume until the designer/Contractor implement corrective measures to halt further movement. The Contractor shall be responsible for repair of any damaged infrastructure. The Contractor shall be responsible for obtaining any additional subsurface information necessary, over and above the information provided/referenced in paragraph SUBSURFACE DATA, to properly design the excavation support systems.

### 3.3 Stockpiles

Stockpiles of satisfactory and unsatisfactory materials shall be placed and graded as specified. Stockpiles shall be kept in a neat and well drained condition, giving due consideration to drainage at all times. The ground surface at stockpile locations shall be cleared, grubbed, and sealed by rubber-tired equipment, excavated satisfactory and unsatisfactory materials shall be separately stockpiled. Stockpiles of satisfactory materials shall



be protected from contamination which may destroy the quality and fitness of the stockpiled material. If the Contractor fails to protect the stockpiles, and any material becomes unsatisfactory, such material shall be removed and replaced with satisfactory material from approved sources at no additional cost to the Government.

### 3.4 Borrow Material

Borrow material shall be selected to meet requirements and conditions of the particular fill for which it is to be used. Borrow materials shall be subject to approval. Borrow materials shall be obtained from private sources outside the limits of Government-controlled land. The source of any required borrow material shall be the Contractor's responsibility. Unless otherwise provided in the contract, the Contractor shall obtain from the owners the right to procure material, shall pay all royalties and other charges involved, and shall bear all the expense of developing the sources, including rights-of-way for hauling.

### 3.5 BACKFILLING AND COMPACTION

Backfill material shall consist of satisfactory material, select granular material, or initial backfill material as required. Before placing, material shall be moistened or aerated, including material which is unsatisfactory due solely to excess moisture, as necessary to obtain specified compaction. Backfill shall be placed in layers not exceeding 6 inches loose thickness for compaction by hand operated machine compactors, and 8 inches loose thickness for other than hand operated machines, unless otherwise specified. Each layer shall be compacted to at least 95 percent maximum density for cohesionless soils and 90 percent maximum density for cohesive soils, unless otherwise specified. Water flooding or jetting methods of compaction shall not be used. Note: the moisture contents of excavated soils will likely be above the optimum range necessary for proper compaction. Therefore, aeration or some other drying means will likely be required to lower moisture contents to an acceptable range.

#### 3.5.1 Trench Backfill

Trenches shall be backfilled to the grade shown.

##### 3.5.1.1 Replacement of Unyielding and Unsatisfactory Materials

Unyielding or unsatisfactory materials removed from the bottom of the trench shall be replaced with satisfactory material or initial backfill material, as directed, and placed as specified for backfill.

##### 3.5.1.2 Replacement of Unstable Material

Unstable material removed from the bottom of the trench or excavation shall be replaced with select granular material or approved bedding material placed in layers between 8 and 12 inches loose thickness and compacted as directed. Care shall be taken not to over compact and pump up moisture, or otherwise weaken the underlying material.

### 3.5.1.3 Bedding and Initial Backfill

Bedding shall be of the type and thickness shown and/or specified. Initial backfill material shall be placed and compacted with approved tampers to a height of at least one foot above the utility pipe or conduit. Care shall be taken to ensure thorough compaction of the fill under the haunches of the pipe.

### 3.5.1.4 Final Backfill

The remainder of the trench, except for special materials for pavements, shall be filled with satisfactory material. The backfill shall be brought up evenly on both sides of the pipe or concrete utility trench for their full lengths. Backfill material shall be placed and compacted as follows:

- a. Pavements: Backfill shall be deposited in layers of a maximum of a 8-inch loose thickness and compacted to 90 percent maximum density for cohesive soils and 95 percent maximum density for cohesionless soils, except the top 6 inches of the subgrade shall be to 95 percent maximum density up to the elevation shown on the drawings. Water flooding or jetting methods of compaction will not be allowed.
- b. Sidewalks, Turfed or Seeded Areas and Miscellaneous Areas: Backfill shall be deposited in layers of a maximum of 8-inch loose thickness, and compacted to 85 percent maximum density for cohesive soils and 90 percent maximum density for cohesionless soils. Water flooding or jetting methods of compaction will not be allowed. This requirement shall also apply to all other areas not specifically designated above.

### 3.5.2 Backfill for Appurtenances

After the manhole, wet well, catch basin, tank, inlet, or similar structure has been constructed and the concrete has been allowed to cure for a minimum of three (3) days, the backfill shall be placed in such a manner that the structure will not be damaged by the shock of falling earth. The backfill material shall be deposited and compacted as specified for final backfill, and shall be brought up evenly on all sides of the structure to prevent eccentric loading and excessive stress.

## 3.6 SPECIAL REQUIREMENTS

Special requirements for both excavation and backfill relating to the specific utilities are as follows:

### 3.6.1 Water Lines

Trenches shall be of a depth to provide a minimum cover of 3.5 feet from the existing ground surface, or from the indicated finished grade, whichever is lower, to the top of the pipe.

### 3.6.2 Plastic Marking Tape

Warning tapes shall be installed directly above the pipe, at a depth of 18 inches below finished grade unless otherwise shown.

## 3.7 TESTING

### 3.7.1 Soils Tests

Testing shall be the responsibility of the contractor and shall be performed by an approved commercial testing laboratory or may be performed by the contractor subject to approval. Laboratory tests for moisture-density relations complete with zero air voids curve, gradation, and Atterberg limits shall be made in accordance with the procedures referenced in ASTM D 1557, ASTM D 422, and ASTM D 4318. Field tests for density and moisture content shall be made in accordance with ASTM D 1556 and ASTM D 2216 except that method ASTM D 2922 may be used to supplement tests by method ASTM D 1556. When ASTM D 2922 is used, the calibration curves shall be checked and adjusted using only the sand cone method as described in ASTM D 1556. ASTM D 2922 results in a wet unit weight of soil and when using this method, ASTM D 3017 shall be used to determine the moisture content of the soil. When soil conditions exist, such as the presence of mica, which produce inconsistent results by the nuclear gauge method D 2922, only method D 1556 shall be used. Where results by Method D 2922 differ from those by Method D 1556, the results by method D 1556 shall govern for contract compliance.

The following tests are required:

- a. A minimum of one moisture-density test shall be performed for each classification of fill material, backfill material, and existing subgrade material.
- b. One Atterberg limits test and one gradation analysis is required for every six field density tests.
- c. A minimum of one sand cone density test is required for every fifteen nuclear gauge field density tests or fraction thereof. Worksheets of sand density and sand cone calibration shall be submitted to the Contracting Officer prior to commencing work and each time a new supply of sand is used.
- d. A quart jar sample of each moisture-density test material shall be delivered to the Contracting Officer at the time the test is obtained.
- e. A pint jar sample of each field-density test material shall be delivered to the Contracting Officer at the time the test is obtained.
- f. Field density tests shall be performed as follows: a minimum of one test per lift per 100 linear feet of trench or fraction thereof, and, a minimum of one test per lift per manhole or other

appurtenant structures is required for fill and backfill material.  
Locations of all tests shall be at the direction of the  
Contracting Officer.

### 3.7.2 Displacement of Sewers Tests

After other required tests have been performed and the trench backfill compacted to 2 feet above the top of the pipe, the pipe shall be inspected to determine whether significant displacement has occurred. This inspection shall be conducted in the presence of the Contracting Officer. Pipe sizes larger than 36 inches shall be entered and examined, while smaller diameter pipe shall be inspected by shining a light or laser between manholes or manhole locations, or by the use of television cameras passed through the pipe. If, in the judgement of the Contracting Officer, the interior of the pipe shows poor alignment or any other defects that would cause improper functioning of the system, the defects shall be remedied as directed at no additional cost to the Government.

-- End of Section --

## SECTION 02531

## ACID SEWERS

**05/98**

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 999/ A 999M	(1998) Standard Specification for General Requirements for Alloy and Stainless Steel Pipe
ASTM C 32	(1999) Sewer and Manhole Brick (Made From Clay or Shale)
ASTM C 94	(1997) Ready-Mixed Concrete
ASTM C 150	(1997) Portland Cement
ASTM C 138	(1992) Unit Weight, Yield, and Air Content (Gravimetric) of Concrete
ASTM C 231	(1991b) Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 270	(1997) Mortar for Unit Masonry
ASTM C 307	(1994) Tensile Strength of Chemical-Resistant Mortar, Grouts, and Monolithic Surfacing
ASTM C 413	(1996) Absorption of Chemical-Resistant Mortars, Grouts, and Monolithic Surfacing
ASTM C 531	(1995) Linear Shrinkage and Coefficient of Thermal Expansion of Chemical-Resistant Mortars, Grouts, and Monolithic Surfacing, and Polymer Concretes
ASTM C 579	(1996) Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer

## Concretes

ASTM C 580	(1996) Flexural Strength and Modulus of Elasticity of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes
ASTM C 972	(1995) Compression-Recovery of Tape Sealant
ASTM D 412	(1992) Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers - Tension
ASTM D 448	(1980) Standard Sizes of Coarse Aggregate for Highway Construction
ASTM D 624	(1991; R 1996) Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers
ASTM E 96	(1995) Water Vapor Transmission of Materials

## AMERICAN WATER WORKS ASSOCIATION (AWWA)

AWWA ANSI/AWWA C111/A21.11	(1995) Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
AWWA ANSI/AWWA C151/A21.51	(1996) Ductile-Iron Pipe, Centrifugally Cast, for Water or Other Liquids

## MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTINGS INDUSTRY (MSS)

MSS ANSI/MSS SP-58	(1993) Pipe Hangers and Supports - Materials, Design and Manufacture
MSS ANSI/MSS SP-69	(1996) Pipe Hangers and Supports - Selection and Application

## NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 49	(1994) Hazardous Chemicals Data
NFPA 325-1	(1994) Fire Hazard Properties of Flammable Liquids, Gases, and Volatile Solids
NFPA 704	(1996) Identification of the Fire Hazards of Materials for Emergency Response

## 1.2 GENERAL REQUIREMENTS

The construction required herein shall include appurtenant structures and building sewers to points of connection with the building drains 5 feet

outside the building to which the sewer system is to be connected. The Contractor shall replace damaged material and redo unacceptable work at no additional cost to the Government. Excavation and backfilling is specified in Section 02316 EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS. Backfilling shall be accomplished after inspection by the Contracting Officer. Before, during, and after installation, plastic pipe and fittings shall be protected from any environment that would result in damage or deterioration to the material. The Contractor shall have a copy of the manufacturer's instructions available at the construction site at all times and shall follow these instructions unless directed otherwise by the Contracting Officer. Solvents, solvent compounds, lubricants, elastomeric gaskets, and any similar materials required to install the plastic pipe shall be stored in accordance with the manufacturer's recommendation and shall be discarded if the storage period exceeds the recommended shelf life. Solvents in use shall be discarded when the recommended pot life is exceeded.

### 1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

#### SD-01 Data

Stainless Steel Pipe; GA. Lockable Valves; GA. Expansion Joints; GA. Membrane; GA. Liner; GA. Silicate Concrete; GA

Manufacturer's literature including physical characteristics, storage and installation instructions for stainless steel pipe.

#### SD-13 Certificates

Portland Cement; GA.

Certificates of compliance stating the type of cement used in manufacture of concrete pipe, fittings and precast manholes.

Joints; FIO.

Certificates of compliance stating that the fittings or gaskets used for waste drains or lines designated on the plans as acid resistant.

## PART 2 PRODUCTS

### 2.1 PIPE

Pipe shall conform to the respective specifications and other requirements specified below.

#### 2.1.1 Stainless Steel Pipe

Stainless steel pipe shall be 316L. Pipe shall be minimum Schedule 40.

Stainless steel pipe shall conform to ASTM A 999/ A 999M. Pipe shall be acid resistant for a concentration of 50% nitric acid and 50% sulfuric acid with a maximum temperature of 150 F.

#### 2.1.2 Ductile Iron Pipe

Pipe shall conform to AWWA ANSI/AWWA C151/A21.51 unless otherwise shown or specified.

### 2.2 REQUIREMENTS FOR FITTINGS

Fittings shall be compatible with the pipe supplied and shall have a strength not less than that of the pipe. Fittings shall conform to the respective specifications and other requirements specified below.

### 2.3 JOINTS

Joints installation shall comply with the manufacturer's instructions. Fittings and gaskets utilized for waste drains or industrial waste lines shall be certified by the manufacturer as acid resistant.

#### 2.3.1 Stainless Steel Pipe Jointing

All pipes buried beneath soil shall be continuous welded. Welding shall comply with Section 05090. All other pipes shall be flanged. Flanged gaskets shall be Teflon. Bolts, nuts, and washers for flanged joints shall be 316 stainless steel.

All joints for the pressure piping system shall have "see-thru" safety shields (RAMCO Vue-Gard Shield or equal). All safety shields shall be constructed of TFE coated fiberglass.

#### 2.3.2 Ductile Iron Pipe Jointing

All ductile iron pipes shall have mechanical joints. Mechanical joints shall conform to AWWA ANSI/AWWA C111/A21.11 as modified by AWWA ANSI/AWWA C151/A21.51.

#### 2.3.3 Expansion Joints

Expansion joints for stainless steel piping shall be PTFE lined rubber expansion joint. The body shall be constructed of polyester cord and fabric, wire reinforcement, chlorobutyl elastomer and PTFE liner. The expansion joint shall be double arch, spool type. It shall be provided with control rod plates and lateral compression sleeves, minimum four per expansion joint. Product shall be Proco Series 152/BT or approved equal.

#### 2.3.4 Lockable Valves

Lockable valves shall be butterfly valves. These valves shall have a 316 ss body and disc and viton or teflon seats. Valves shall be acid resistant for a concentration of 30% nitric acid and 50% sulfuric acid with a maximum temperature of 150 F. Product shall be Ultraflo 392 Valve or equal.



## 2.4 CEMENT MORTAR

Cement mortar shall conform to ASTM C 270, Type M with Type II cement.

### 2.4.1 Portland Cement

Portland cement shall conform to ASTM C 150, Type II or V for concrete used in concrete pipe, concrete pipe fittings, and manholes and type optional with the Contractor for cement used in concrete cradle, concrete encasement, and thrust blocking.

### 2.4.2 Portland Cement Concrete

Portland cement concrete shall conform to ASTM C 94, compressive strength of 4000 psi at 28 days, except for concrete cradle and encasement or concrete blocks for manholes. Concrete used for cradle and encasement shall have a compressive strength of 2500 psi minimum at 28 days. Concrete in place shall be protected from freezing and moisture loss for 7 days. The concrete mixture shall have air content by volume of concrete, based on measurements made immediately after discharge from the mixer, of 5 to 7 percent when maximum size of coarse aggregates exceeds 1 1/2 inches. Air content shall be determined in accordance with ASTM C 231. The concrete covering over steel reinforcing shall be not less than one inch thick for covers and not less than 1 1/2 inches thick for walls and flooring. Concrete covering deposited directly against the ground shall have a thickness of at least three inches between steel and ground.

## 2.5 STRUCTURES

### 2.5.1 Precast Reinforced Concrete Manhole Sections

General: Manholes shall be constructed of concrete with galvanized steel frames and load bearing galvanized steel grates as covers or with 1.5" diameter galvanized steel railing, as noted on the plans. Concrete manhole shall be stainless steel lined and acid resistant for a concentration of 50% nitric acid and 50% sulfuric acid with a maximum temperature of 150 F.

### 2.5.2 Liner

Concrete manholes shall be stainless steel lined. Liner shall be constructed of 316L stainless steel with 1/4 inch plate thickness. Inserts shall be welded at the corners to form a box type insert per dimensions shown on the plans. Stainless steel liner shall be attached to the concrete manhole as shown on the plans.

### 2.5.3 Primer

A two-component, liquid epoxy resinous primer shall be used. Product shall be PENNTROWEL Epoxy Primer CE-139 or equal. Primer shall be compatible with the membrane and shall be as recommended by the membrane manufacturer. Physical properties are as follows:

Water Absorption  
ASTM C 413

<1%

#### 2.5.4 Membrane

Concrete manholes shall be provided with a chemically cured, elastomeric urethane asphalt membrane. Membrane shall be acid resistant for a concentration of 20% nitric acid and 50% sulfuric acid with a maximum temperature of 150 F. Product shall be TUFCEM II Membrane CE-196 or equal. Physical properties are as follows:

Elongation at 74 degrees Fahrenheit ASTM D 412	147%
Tensile Strength at 74 degrees Fahrenheit ASTM D 412	216 psi
Bond Strength to Carbon Steel ASTM D 412	135 psi
Modulus of Elasticity @ 100% Elongation ASTM D 412	60 psi
Permeance ASTM E 96, Method E	0.245 Perms

#### 2.5.5 Silicate Concrete

Concrete manholes shall be provided with a polymer concrete base. The polymer concrete shall be a totally inorganic potassium silicate based topping formulated to provide a chemical resistant lining to protect portland cement concrete. The silicate concrete shall be acid resistant for a concentration of 50% nitric acid and 50% sulfuric acid with a maximum temperature of 150 F. Product shall be TUFCEM Silicate Concrete - Trowel Grade CE-257 or equal. Silicate concrete shall also be used to fill the voids between manhole walls and stainless steel insert. Silicate concrete shall be flowable for this application. Physical properties are as follows:

Density ASTM C 138	138 lbs cu ft
Tensile Strength ASTM C 307	600 psi (7 days)
Flexural Strength ASTM C 580	1000 psi (7 days)
Compressive Strength ASTM C 579	
24 Hours	2500 psi
3 Days	4000 psi
28 Days	4500 psi

Absorption	
ASTM C 413	5.6% maximum
Shrinkage: 3 days/28 days	0.16%/0.3%
Coefficient of Thermal Expansion	
75 F to 210 F	
ASTM C 531	$6.7 \times 10^{-6}$ / in/in/F
Modulus of Elasticity	
ASTM C 580	$1.3 \times 10^6$ psi

## 2.6 BRICK GRADE RINGS

Brick Grade Rings: ASTM C 32, Grade MS

## 2.7 CEMENT MORTAR

Cement Mortar for Grade Ring: ASTM C 270, Type M

## 2.8 BEDDING MATERIAL

Crushed stone to be used for bedding shall conform to the sieve analysis as listed in ASTM D 448, size #67. Crushed stone for bedding of pipe in an acid environment shall consist of one of the following types of crystalline rocks: Granite, Gneiss, Biotite gneiss, Granite gneiss or quartzite. Specific gravity of the crystalline rock shall be a minimum of 2.60. Crushing strength shall be a minimum of 10,000 pounds per square inch. Toughness shall be a minimum of 7.0.

# PART 3 EXECUTION

## 3.1 INSTALLATION

### 3.1.1 Adjacent Facilities

#### 3.1.1.1 Roads, Railroads, and Airfields

Piping shall be encased in a sleeve of rigid conduit for the lengths shown.

Sleeves under railroads shall be in accordance with the railroad company requirements. A minimum clearance of at least 2 inches between the inner wall of the sleeve and the maximum outside diameter of the sleeved pipe and joints shall be provided. Sleeves of ferrous material shall be provided with the corrosion protection as required for the conditions encountered at the site of installation.

#### 3.1.1.2 Structural Foundations

Where sewer pipe is to be installed within 3 feet of an existing or proposed building or structural foundation such as a retaining wall, control tower footing, water tank footing, or any similar structure, the sewer pipe shall be sleeved as specified above. Contractor shall ensure there is no damage to these structures, and no settlement or movement of

foundations or footing.

### 3.1.2 Pipe Laying

- a. Pipe shall be protected during handling against impact shocks and free fall; the pipe interior shall be free of extraneous material.
- b. Pipe laying shall proceed upgrade with the spigot ends of bell-and-spigot pipe pointing in the direction of the flow. Each pipe shall be laid accurately to the line and grade shown on the drawings. Pipe shall be laid and centered so that the acid sewer has a uniform invert. As the work progresses, the interior of the acid sewer shall be cleared of all superfluous materials.
- c. Before making pipe joints, all surfaces of the portions of the pipe to be joined shall be clean and dry.

#### 3.1.2.1 Trenches

Trenches shall be kept free of water and as dry as possible during bedding, laying, and jointing and for as long a period as required. When work is not in progress, open ends of pipe and fittings shall be satisfactorily closed so that no trench water or other material will enter the pipe or fittings.

#### 3.1.2.2 Backfill

As soon as possible after the joint is made, sufficient backfill material shall be placed along the pipe to prevent pipe movement off line or grade.

#### 3.1.2.3 Width of Trench

If the maximum width of the trench at the top of the pipe, as specified in Section 02316 EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS, is exceeded for any reason other than by direction, the Contractor shall install, at no additional cost to the Government, concrete cradling, pipe encasement, or other bedding required to support the added load of the backfill.

#### 3.1.2.4 Handling and Storage

Pipe, fittings and joint material shall be handled and stored in accordance with the manufacturer's recommendations. Storage facilities for plastic pipe, fittings, joint materials and solvents shall be classified and marked in accordance with NFPA 704, with classification as indicated in NFPA 49 and NFPA 325-1.

#### 3.1.2.5 Location of Acid Sewer

Where the location of the acid sewer is not clearly defined by dimensions on the drawings, the acid sewer shall not be closer horizontally than 10 feet to a water-supply main or service line or underground electrical duct

or cable, except that where the bottom of the water pipe will be at least 18 inches above the top of the acid sewer pipe, the horizontal spacing may be a minimum of 6 feet. Where gravity-flow acid sewers cross above waterlines or underground electrical duct or cable, the acids sewer pipe for a distance of 10 feet on each side of the crossing shall be fully encased in concrete. The thickness of the concrete encasement including that at the pipe joints shall be not less than 4 inches.

#### 3.1.2.6 Bedding (Class B)

The pipe shall be bedded in the acid resistant granular material placed on a flat trench bottom. The granular material shall be hand shaped to fit the pipe barrel for a width of one-half the outside diameter of the pipe. The bedding material shall have a minimum thickness beneath the pipe of five inches and sliced under the haunches of the pipe with a shovel or other suitable tool to a height of four inches above the bottom of the pipe.

#### 3.1.2.7 Width of Trench

If the maximum width of the trench at the top of the pipe, as specified in SECTION : EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS, is exceeded for any reason other than by direction, the contractor shall install at no additional cost to the Government such concrete cradling, pipe encasement, or other bedding as may be required to satisfactorily support the added load of the backfill

#### 3.1.3 Pipe Support

Pipe shall conform to MSS ANSI/MSS SP-58 and MSS ANSI/MSS SP-69. All pipes shall be supported as shown on the plans. Expansion joints shall be supported at manhole walls and at pipe supports located a maximum of four feet from the manhole exterior.

#### 3.1.4 Leakage Tests

Lines shall be tested for leakage by infiltration tests or exfiltration tests, as appropriate. Prior to infiltration or exfiltration tests, the trench shall be backfilled up to at least the lower half of the pipe. If required, sufficient additional backfill shall be placed to prevent pipe movement during testing, leaving the joints uncovered to permit inspection.

Visible leaks encountered shall be corrected regardless of leakage test results. When the water table is 2 feet or more above the top of the pipe at the upper end of the pipeline section to be tested, infiltration shall be measured using a suitable weir or other device acceptable to the Contracting Officer. When the Contracting Officer determines that infiltration cannot be properly tested, an exfiltration test shall be made by filling the line to be tested with water so that a head of at least 2 feet is provided above both the water table and the top of the pipe at the upper end of the pipeline to be tested. The filled line shall be allowed to stand until the pipe has reached its maximum absorption, but not less than 4 hours. After absorption, the head shall be re-established. The amount of water required to maintain this water level during a 2-hour test period shall be measured. Leakage as measured by either the infiltration test or exfiltration test shall not exceed 0.2 gal per inch diameter per

100 feet of pipeline per hour. When leakage exceeds the maximum amount specified, satisfactory correction shall be made and retesting accomplished. Testing, correction, and retesting shall be made at no additional cost to the Government.

### 3.2 INSTALLATION OF WYE BRANCHES

Wye branches shall be installed where sewer connections are indicated or where directed. Cutting into piping for connections shall not be done except in special approved cases. When the connecting pipe cannot be adequately supported on undisturbed earth or tamped backfill, the pipe shall be encased in concrete backfill or supported on a concrete cradle as directed. Concrete required because of conditions resulting from faulty construction methods or negligence by the Contractor shall be installed at no additional cost to the Government. The installation of wye branches in an existing sewer shall be made by a method which does not damage the integrity of the existing sewer. One acceptable method consists of removing one pipe section, breaking off the upper half of the bell of the next lower section and half of the running bell of wye section. After placing the new section, it shall be rotated so that the broken half of the bell will be at the bottom. The two joints shall then be made with joint packing and cement mortar.

### 3.3 MANHOLE DETAILS

#### 3.3.1 General Requirements

Manholes shall be constructed of precast concrete manhole sections. The invert channels shall be smooth and semicircular in shape conforming to the inside of the adjacent sewer section. Changes in direction of flow shall be made with a smooth curve of as large a radius as the size of the manhole will permit. Changes in size and grade of the channels shall be made gradually and evenly. The invert channels shall be formed directly in the concrete of the manhole base, or shall be built up with brick and mortar. Pipe connections shall be made to manhole using special manhole coupling as shown on the plans. The floor of the manhole outside the channels shall be smooth and shall slope toward the channels not less than 1 inch per foot nor more than 2 inches per foot. Free drop inside the manholes shall not exceed 18 inches, measured from the invert of the inlet pipe to the top of the floor of the manhole outside the channels; drop manholes shall be constructed whenever the free drop would otherwise be greater than 1 foot 6 inches. Concrete manhole shall be acid resistant and stainless steel lined as indicated on the drawings.

Primer, membrane and silicate concrete shall be installed as per manufacturer's specifications and instructions.

#### 3.3.2 Jointing, Plastering and Sealing

Mortar joints shall be completely filled and shall be smooth and free from surplus mortar on the inside of the manhole.

#### 3.3.3 Setting of Frames and Covers

Unless otherwise indicated, tops of frames and covers shall be set flush with finished grade in paved areas or 2 inches higher than finished grade in unpaved areas. Frame and cover assemblies shall be sealed to manhole sections using external preformed rubber joint seals that meet the requirements of ASTM D 412 and ASTM D 624, or other methods specified in paragraph Jointing, Plastering and Sealing, unless otherwise specified.

#### 3.3.4 External Preformed Rubber Joint Seals

External preformed rubber joint seals and extruded rolls of rubber with mastic adhesive shall meet the requirements of ASTM D 412 and ASTM C 972 to ensure conformance with paragraph Leakage Tests. The seal shall be multi-section with neoprene rubber top section and all lower sections made of Ethylene Propylene Di Monomer (EPDM) rubber with a minimum thickness of 60 mils. Each unit shall consist of a top and a bottom section and shall have mastic on the bottom of the bottom section and mastic on the top and bottom of the top section. The mastic shall be non-hardening butyl rubber sealant and shall seal to the cone/top slab of the manhole/catch basin and over the lip of the casting. One unit shall seal a casting and up to six, 2 inch adjusting rings. The bottom section shall be 12 inches in height. A 6 inch high top section will cover up to two, 2 inch adjusting rings. A 12 inch high bottom section will cover up to six, 2 inch adjusting rings. Extension sections shall cover up to two more adjusting rings. Each extension shall overlap the bottom section by 2 inches and shall be overlapped by the top section by 2 inches.

#### 3.4 CONNECTING TO EXISTING MANHOLES

Pipe connections to existing manholes shall be made so that finish work will conform as nearly as practicable to the applicable requirements specified for new manholes, including all necessary concrete work, cutting, and shaping. The connection shall be centered on the manhole. Holes for the new pipe shall be of sufficient diameter to allow packing cement mortar around the entire periphery of the pipe but no larger than 1.5 times the diameter of the pipe. Cutting the manhole shall be done in a manner that will cause the least damage to the walls.

#### 3.5 BUILDING CONNECTIONS

Building connections shall include the lines to and connection with the building waste drainage piping at a point approximately 5 feet outside the building, unless otherwise indicated. Where building drain piping is not installed, the Contractor shall terminate the building connections approximately 5 feet from the site of the building at a point and in a manner designated.

#### 3.6 CLEANOUTS AND OTHER APPURTENANCES

Cleanouts and other appurtenances shall be installed where shown on the drawings or as directed by the Contracting Officer, and shall conform to the detail of the drawings.

-- End of Section --

## SECTION 02741

BITUMINOUS PAVING FOR ROADS, STREETS AND OPEN STORAGE AREAS  
**09/98**

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 117	(1995) Materials Finer than 75 micrometer (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 136	(1996a) Sieve Analysis of Fine and Coarse Aggregates
ASTM C 183	(1995a) Sampling and the Amount of Testing of Hydraulic Cement
ASTM D 5	(1995) Penetration of Bituminous Materials
ASTM D 75	(1987; R 1992) Sampling Aggregates
ASTM D 140	(1993) Sampling Bituminous Materials
ASTM D 242	(1995) Mineral Filler for Bituminous Paving Mixtures
ASTM D 1856	(1995a) Recovery of Asphalt from Solution by Abson Method
ASTM D 2172	(1995) Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D 2216	(1992) Laboratory Determination of Water (Moisture) Content of Soil and Rock
ASTM D 3515	(1996) Hot-Mixed, Hot-Laid Bituminous Paving Mixtures

## VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT)

VDOT Standard	(1994) Virginia Department of Transportation - Road and Bridge
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## Specifications

## 1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

## SD-09 Reports

Bituminous Pavement; GA.

Copies of test results.

## SD-14 Samples

Bituminous Pavement; FIO.

Samples of the materials in the quantities indicated below for the job mix formula.

Aggregate and mineral filler (if needed)	200 pounds
to be blended in approximately the same proportions as used in the project	

Asphalt Cement	5 gallons
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## SD-18 Records

Waybills and Delivery Tickets; FIO.

Waybills and delivery tickets, during progress of the work.

## 1.3 PLANT, EQUIPMENT, MACHINES, AND TOOLS

## 1.3.1 General

The bituminous plant shall be of such capacity to produce the quantities of bituminous mixtures required. Hauling equipment, paving machines, rollers, miscellaneous equipment, and tools shall be provided in sufficient numbers and capacity and in proper working condition to place the bituminous paving mixtures at a rate equal to the plant output.

## 1.3.2 Mixing Plants

The mixing plant shall be an automatic or semiautomatic controlled commercially manufactured unit designed and operated to consistently produce a mixture within the job-mix formula (JMF). Drum mixers shall be prequalified at the production rate to be used during actual mix production. The prequalification tests will include extraction and recovery of the asphalt cement in accordance with ASTM D 2172 and ASTM D 1856. The penetration of the recovered asphalt binder shall not be less

than 60 percent of the original penetration, as measured in accordance with ASTM D 5.

#### 1.3.3 Straightedge

The Contractor shall furnish and maintain at the site, in good condition, one 10-foot straightedge for each bituminous paver. Straightedge shall be made available for Government use. Straightedges shall be constructed of aluminum or other lightweight metal and shall have blades of box or box-girder cross section with flat bottom reinforced to ensure rigidity and accuracy. Straightedges shall have handles to facilitate movement on pavement.

### 1.4 SITE CONDITIONS

#### 1.4.1 Weather Limitations

Apply tack and prime coats when ambient temperature is above 50 deg.F (10 deg.C), and when temperature has not been below 35 deg.F (1 deg.C) for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.

#### 1.4.2 Conditions

Construct asphalt concrete surface course when atmospheric temperature is above 40 deg.F (4 deg.C), and when base is dry. Base course may be placed when air temperature is above 30 deg.F (-1 deg.C) and rising.

#### 1.4.3 Grade Control

Establish and maintain required lines and elevations.

### 1.5 PROTECTION OF PAVEMENT

After final rolling, no vehicular traffic of any kind shall be permitted on the pavement until the pavement has cooled to 140 degrees F.

### 1.6 GRADE AND SURFACE-SMOOTHNESS REQUIREMENTS

Finished surface of bituminous courses, when tested as specified below and in paragraph ACCEPTABILITY OF WORK, shall conform to gradeline and elevations shown and to surface-smoothness requirements specified.

#### 1.6.1 Plan Grade

The grade of the completed surface shall not deviate more than 0.05 foot from the plan grade.

#### 1.6.2 Surface Smoothness

When a 10-foot straightedge is laid on the surface parallel with the centerline of the paved area or transverse from crown to pavement edge, the

surface shall vary not more than 1/4 inch from the straightedge.

#### 1.7 GRADE CONTROL

Lines and grades shall be established and maintained by means of line and grade stakes placed at site of work in accordance with the Special Contract Requirements. Elevations of bench marks used by the Contractor for controlling pavement operations at the site of work will be determined, established, and maintained by the Government. Finished pavement elevations shall be established and controlled at the site of work by the Contractor in accordance with bench mark elevations furnished by the Contracting Officer.

#### 1.8 SAMPLING AND TESTING

##### 1.8.1 Aggregates

##### 1.8.1.1 General

Samples of aggregates shall be furnished by the Contractor for approval of aggregate sources and stockpiles prior to the start of production and at times during production of the bituminous mixtures. Times and points of sampling will be designated by the Contracting Officer. Samples will be the basis of approval of specific sources or stockpiles of aggregates for aggregate requirements. Unless otherwise directed, ASTM D 75 shall be used in sampling coarse and fine aggregate, and ASTM C 183 shall be used in sampling mineral filler. All tests necessary to determine compliance with requirements specified herein will be made by an approved commercial testing laboratory.

##### 1.8.1.2 Sources

Sources of aggregates shall be selected well in advance of the time the materials are required in the work. If a previously developed source is selected, evidence shall be submitted 10 days before starting production, indicating that the central-plant hot-mix bituminous pavements constructed with the aggregates have had a satisfactory service record of at least five years under similar climatic and traffic conditions. The approved commercial testing laboratory will make such tests and other investigations as necessary to determine whether aggregates meeting requirements specified herein can be produced from proposed sources. If a sample of material from a new source fails to meet specification requirements, the material represented by the sample shall be replaced, and the cost of testing the replaced sample will be at the expense of the Contractor. Approval of the source of aggregate does not relieve the Contractor of responsibility for delivery at the jobsite of aggregates that meet the requirements specified herein.

##### 1.8.2 Bituminous Materials

Samples of bituminous materials shall be obtained by the Contractor; sampling shall be in accordance with ASTM D 140. Tests necessary to determine conformance with requirements specified herein will be performed by an approved commercial testing laboratory without cost to the

Contractor. Sources where bituminous materials are obtained shall be selected in advance of the time when materials will be required in the work. In addition to initial qualification testing of bituminous materials, samples shall be taken before and during construction when shipments of bituminous materials are received or when necessary to assure some condition of handling or storage has not been detrimental to the bituminous material. The samples will be taken by the Contractor and tested by an approved commercial testing laboratory.

#### 1.8.3 Bituminous Mixtures

Sampling and testing of bituminous mixtures will be accomplished by an approved commercial testing laboratory.

### 1.9 DELIVERY, STORAGE, AND HANDLING OF MATERIALS

#### 1.9.1 Mineral Aggregates

Mineral aggregates shall be delivered to the site of the bituminous mixing plant and stockpiled in such manner as to preclude fracturing of aggregate particles, segregation, contamination, or intermingling of different materials in the stockpiles or cold-feed hoppers. Mineral filler shall be delivered, stored, and introduced into the mixing plant in a manner to preclude exposure to moisture or other detrimental conditions.

#### 1.9.2 Bituminous Materials

Bituminous materials shall be maintained at appropriate temperature during storage but shall not be heated by application of direct flame to walls of storage tanks or transfer lines. Storage tanks, transfer lines, and weigh buckets shall be thoroughly cleaned before a different type or grade of bitumen is introduced into the system. The asphalt cement shall be heated sufficiently to allow satisfactory pumping of the material; however, the storage temperature shall be maintained below 300 degrees F.

### 1.10 ACCESS TO PLANT AND EQUIPMENT

The Contracting Officer shall have access at all times to all parts of the paving plant for checking adequacy of the equipment in use; inspecting operation of the plant; verifying weights, proportions, and character of materials; and checking temperatures maintained in preparation of the mixtures.

### 1.11 WAYBILLS AND DELIVERY TICKETS

Before the final statement is allowed, the Contractor shall file with the Contracting Officer certified waybills and certified delivery tickets for all aggregates and bituminous materials actually used in construction.

## PART 2 PRODUCTS

### 2.1 ASPHALT CONCRETE MIXTURES

Asphalt Concrete: VDOT Standard SM-2A surface mix, BM-2 base mix.

### 2.1.1 Additives

The use of additives such as antistripping and antifoaming agents is subject to approval.

### 2.2 TACK COAT

VDOT Standard RC-250, applied at 0.10 gal. per square yard of surface.

### 2.3 HERBICIDE TREATMENT

Commercial chemical for weed control, registered by the Environmental Protection Agency, "Round-Up" or equal.

### 2.4 PRIME COAT

VDOT Standard RC-70, applied at 0.20 gal. per square yard of surface.

### 2.5 AGGREGATES

#### 2.5.1 Aggregate Base

Course Aggregate: VDOT Standard Type I Size 21A Stone or crushed concrete having a gradation equivalent to VDOT Standard Type I Size 21A Stone.

#### 2.5.2 Mineral Filler

Rock or slag dust, hydraulic cement, or other inert material complying with ASTM D 242.

## PART 3 EXECUTION

### 3.1 BASE COURSE CONDITIONING

The surface of the base course will be inspected for adequate compaction. Unsatisfactory areas shall be corrected.

### 3.2 SURFACE PREPARATION

#### 3.2.1 Preparation

Remove loose material from compacted subbase surface immediately before applying herbicide treatment when required.

#### 3.2.2 Proof Roll

Proof roll prepared subbase surface under the direction of the Government's independent testing laboratory, to check for unstable areas and areas requiring additional compaction.

#### 3.2.3 Unsatisfactory Conditions

Notify Contracting Officer of unsatisfactory conditions. Do not begin

paving work until deficient subbase areas have been corrected and are ready to receive paving. Removal and replacement of deficient subbase areas to be performed at the direction and under the direction of the Government's independent testing laboratory.

#### 3.2.4 Herbicide Treatment

Apply chemical weed control agent in strict compliance with manufacturer's recommended dosages and application instructions. Apply to compacted, dry subbase.

#### 3.2.5 Tack Coat

Apply to contact surfaces of previously constructed asphalt or portland cement concrete and surfaces abutting or projecting into asphalt concrete pavement. Distribute at rate of 0.10 gal. per sq. yd. of surface.

#### 3.2.6 Prime Coat

Apply between base course and aggregate as indicated on the plans and pavement sections. Distribute at rate of 0.20 gal. per sq. yd. of surface.

Allow to dry until at proper condition to receive paving. Exercise care in applying bituminous materials to avoid smearing of adjoining concrete surfaces. Remove and clean damaged surfaces. If tack coat damage cannot be completely removed then concrete shall be removed and replaced as directed by the COntacting Officer, at no additional cost to the Government.

#### 3.2.7 Patching

Contractor to prepare areas indicated by the drawings to be sawcut and remove existing asphalt pavement and patch in accordance with the pavement patch detail shown on the plans.

### 3.3 PREPARATION OF BITUMINOUS MIXTURES

Rates of feed of aggregates shall be regulated so that the moisture content and temperature of aggregates will be within specified tolerances. Aggregates, mineral filler, and bitumen shall be conveyed into the mixer in proportionate quantities required to meet the JMF. Mixing time shall be as required to obtain a uniform coating of the aggregate with the bituminous material. Temperature of bitumen at time of mixing shall not exceed 300 degrees F. Temperature of aggregate and mineral filler in the mixer shall not exceed 325 degrees F when bitumen is added. Overheated and carbonized mixtures or mixtures that foam shall not be used.

### 3.4 WATER CONTENT OF AGGREGATES

Drying operations shall reduce the water content of mixture to less than 0.75 percent. The water content test will be conducted in accordance with ASTM D 2216; the weight of the sample shall be at least 500 grams. If the water content is determined on hot bin samples, the water content will be a weighted average based on composition of blend.

### 3.5 STORAGE OF BITUMINOUS PAVING MIXTURE

Storage shall conform to the applicable requirements of ASTM D 3515; however, in no case shall the mixture be stored for more than 4 hours.

### 3.6 TRANSPORTATION OF BITUMINOUS MIXTURE

Transportation from paving plant to site shall be in trucks having tight, clean, smooth beds lightly coated with an approved releasing agent to prevent adhesion of the mixture to the truck bodies. Excessive releasing agent shall be drained prior to loading. Each load shall be covered with canvas or other approved material of ample size to protect mixture from weather and to prevent loss of heat. Loads that have crusts of cold, unworkable material or that have become wet will be rejected. Hauling over freshly placed material will not be permitted.

### 3.7 SURFACE PREPARATION OF UNDERLYING COURSE

Prior to placing of the intermediate or wearing course, the underlying course shall be cleaned of all foreign or objectionable matter with power brooms and hand brooms.

### 3.8 PRIME COATING

Surfaces of previously constructed base course shall be sprayed with a coat of bituminous material.

### 3.9 TACK COATING

Contact surfaces of previously constructed pavement, curbs, manholes, and other structures shall be sprayed with a thin coat of bituminous material.

### 3.10 PLACING

Bituminous courses shall be constructed only when the base course or existing pavement has no free water on the surface. Bituminous mixtures shall not be placed without ample time to complete spreading and rolling during daylight hours, unless approved satisfactory artificial lighting is provided.

#### 3.10.1 Offsetting Joints

The wearing course shall be placed so that longitudinal joints of the wearing course will be offset from joints in the intermediate course by at least 1 foot. Transverse joints in the wearing course shall be offset by at least 2 feet from transverse joints in the intermediate course.

#### 3.10.2 General Requirements for Use of Mechanical Spreader

Range of temperatures of mixtures, when dumped into the mechanical spreader, shall be as determined by the Contracting Officer. Mixtures having temperatures less than 225 degrees F when dumped into the mechanical spreader shall not be used. The mechanical spreader shall be adjusted and the speed regulated so that the surface of the course being

laid will be smooth and continuous without tears and pulls, and of such depth that, when compacted, the surface will conform to the cross section indicated. Placing with respect to center line areas with crowned sections or high side of areas with one-way slope shall be as directed. Each lot of material placed shall conform to requirements specified in paragraph ACCEPTABILITY OF WORK. Placing of the mixture shall be as nearly continuous as possible, and speed of placing shall be adjusted, as directed, to permit proper rolling. When segregation occurs in the mixture during placing, the spreading operation shall be suspended until the cause is determined and corrected.

#### 3.10.3 Placing Strips Succeeding Initial Strips

In placing each succeeding strip after initial strip has been spread and compacted as specified below, the screed of the mechanical spreader shall overlap the previously placed strip 2 to 3 inches and be sufficiently high so that compaction produces a smooth dense joint. Mixture placed on the edge of a previously placed strip by the mechanical spreader shall be pushed back to the edge of the strip by use of a lute. Excess mixture shall be removed and wasted.

#### 3.10.4 Handspreading in Lieu of Machine Spreading

In areas where the use of machine spreading is impractical, the mixture shall be spread by hand. Spreading shall be in a manner to prevent segregation. The mixture shall be spread uniformly with hot rakes in a loose layer of thickness that, when compacted, will conform to required grade, density, and thickness.

### 3.11 COMPACTION OF MIXTURE

Rolling shall begin as soon after placing as the mixture will bear a roller without undue displacement. Delays in rolling freshly spread mixture will not be permitted. After initial rolling, preliminary tests of crown, grade, and smoothness shall be made by the Contractor. Deficiencies shall be corrected so that the finished course will conform to requirements for grade and smoothness specified herein. Crown, grade, and smoothness will be checked in each lot of completed pavement by the Contracting Officer for compliance and will be evaluated as specified in paragraph ACCEPTABILITY OF WORK. After the Contractor is assured of meeting crown, grade, and smoothness requirements, rolling shall be continued until a mat density of 97.0 to 100.0 percent and a joint density of 95.0 to 100.0 percent of density of laboratory-compacted specimens of the same mixture is obtained. The density will be determined and evaluated as specified in paragraph ACCEPTABILITY OF WORK. Places inaccessible to rollers shall be thoroughly compacted with hot hand tampers.

#### 3.11.1 Testing of Mixture

At the start of the plant operation, a quantity of mixture shall be prepared that is sufficient to construct a test section at least 50 feet long, two spreader widths wide and of thickness to be used in the project. Mixture shall be placed, spread, and rolled with equipment to be used in the project and in accordance with the requirements specified above. This



test section shall be tested and evaluated as a lot and shall conform to all specified requirements. If test results are satisfactory, the test section shall remain in place as part of the completed pavement. If tests indicate that the pavement does not conform to specification requirements, necessary adjustments to plant operations and rolling procedures shall be made immediately, and test section will be evaluated as specified in paragraph ACCEPTABILITY OF WORK. Additional test sections, as directed, shall be constructed and sampled for conformance to specification requirements. In no case shall the Contractor start full production of an intermediate or wearing course mixture without approval.

### 3.11.2 Correcting Deficient Areas

Mixtures that become contaminated or are defective shall be removed to the full thickness of the course. Edges of the area to be removed shall be cut so that sides are perpendicular and parallel to the direction of traffic and so that the edges are vertical. Edges shall be sprayed with bituminous materials. Fresh paving mixture shall be placed in the excavated areas in sufficient quantity so that the finished surface will conform to grade and smoothness requirements. Paving mixture shall be compacted to the density specified herein. Skin patching of an area that has been rolled shall not be permitted.

### 3.12 JOINTS

#### 3.12.1 General

Joints between old and new pavements, between successive work days, or joints that have become cold (less than 175 degrees F) shall be made to ensure continuous bond between the old and new sections of the course. All joints shall have the same texture and smoothness as other sections of the course. Contact surfaces of previously constructed pavements coated by dust, sand, or other objectionable material shall be cleaned by brushing or shall be cut back as directed. When directed by the Contracting Officer, the surface against which new material is placed shall be sprayed with a thin, uniform coat of bituminous material. Material shall be applied far enough in advance of placement of a fresh mixture to ensure adequate curing. Care shall be taken to prevent damage or contamination of the sprayed surface.

#### 3.12.2 Transverse Joints

The roller shall pass over the unprotected end of a strip of freshly placed material only when placing is discontinued or delivery of the mixture is interrupted to the extent that the material in place may become cold. In all cases, prior to continuing placement, the edge of previously placed pavement shall be cut back to expose an even vertical surface for full thickness of the course. In continuing placement of a strip, the mechanical spreader shall be positioned on the transverse joint so that sufficient hot mixture will be spread to obtain a joint after rolling that conforms to the required density and smoothness specified herein.

#### 3.12.3 Longitudinal Joints

Edges of a previously placed strip shall be prepared such that the pavement in and immediately adjacent to the joint between this strip and the succeeding strip meets the requirements for grade, smoothness, and density specified in paragraph ACCEPTABILITY OF WORK.

### 3.13 ROLLING

#### 3.13.1 General

Begin rolling when mixture will bear roller weight without excessive displacement.

#### 3.13.2 Compact

Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.

#### 3.13.3 Breakdown Rolling

Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.

#### 3.13.4 Second Rolling

Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been thoroughly compacted.

#### 3.13.5 Finish Rolling

Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained maximum density.

#### 3.13.6 Patching

Remove and replace paving areas mixed with foreign materials and defective areas. Cut-out such areas and fill with fresh, hot asphalt concrete. Compact by rolling to maximum surface density and smoothness.

#### 3.13.7 Protection

After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

#### 3.13.8 Barricades

Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

### 3.14 ACCEPTABILITY OF WORK

#### 3.14.1 General

A lot shall be that quantity of construction that will be evaluated for compliance with specification requirements. A lot shall be equal to 4 hours of production. The Government will conduct all initial acceptance tests. Additional tests required to determine acceptability of nonconforming material will be preformed by the Government at the expense of the Contractor. Test in-place asphalt concrete courses for compliance with requirements for thickness and surface smoothness. Repair or remove and replace unacceptable paving as directed by Contracting Officer.

#### 3.14.1.1 Lot Evaluation

In order to evaluate aggregate gradation, asphalt content, and density, each lot shall be divided into four equal sublots. For density determination, one random sample shall be taken from the mat, and one random sample shall be taken from the joint of each subplot. A coring machine will be used for taking mat and joint samples from the completed pavement. Core samples will be taken with the coring machine centered over the joint. After air drying to a constant weight, random samples obtained from the mat shall be used for density determination. Samples for determining asphalt content and aggregate gradation shall be taken from loaded trucks within each subplot. Asphalt content shall be determined in accordance with ASTM D 2172, Method A or B. Aggregate gradation shall be determined for the mix by testing the recovered aggregate in accordance with ASTM C 136 and ASTM C 117.

#### 3.14.1.2 Lot Failure

When a lot of material fails to meet the specification requirements, that lot shall be removed and replaced or accepted at a reduced price.

#### 3.14.1.3 Optional Sampling and Testing

The Contracting Officer reserves the right to sample and test any area which appears to deviate from the specification requirements. Testing in these areas will be in addition to the lot testing, and the requirements for these areas will be the same as those for a lot.

#### 3.14.2 Grade

Grade-conformance tests will be conducted by the Government. The finished surface of the pavement will be tested for conformance with plan-grade requirements. Within 5 working days after completion of placement of a particular lot, the Contracting Officer will inform the Contractor in writing of results of grade-conformance tests. The finished grade of each pavement area shall be determined by running lines of levels at intervals of 25 feet or less longitudinally and transversely to determine the elevation of the completed pavement. When more than 5 percent of all measurements made within a lot are outside the tolerances specified in paragraph GRADE AND SURFACE-SMOOTHNESS REQUIREMENTS, the payment for that lot will not exceed 95 percent of the bid price. In areas where the grade exceeds the plan-grade tolerances given in paragraph GRADE AND SURFACE-SMOOTHNESS REQUIREMENTS by more than 50 percent, the Contractor shall remove the deficient area and replace with fresh paving mixture at no additional cost to the Government. Sufficient material shall be removed to

allow at least 1 inch of asphalt concrete to be placed. Skin patching for correcting low areas or planing for correcting high areas shall not be permitted.

#### 3.14.3 Surface Smoothness

After completion of final rolling of a lot, the compacted surface will be tested by the Contracting Officer with a 10-foot straightedge. Measurements will be made perpendicular to and across all mats at distances along the mat not to exceed 25 feet. Location and deviation from straightedge of all measurements will be recorded. Any joint or mat area surface deviation which exceeds the tolerance given in paragraph GRADE AND SURFACE-SMOOTHNESS REQUIREMENTS by more than 50 percent shall be corrected to meet the specification requirements. The Contractor shall remove the deficient area and replace with fresh paving mixture at no additional cost to the Government. Sufficient material shall be removed to allow at least 1 inch of asphalt concrete to be placed. Skin patching for correcting low areas or planing for correcting high areas shall not be permitted.

Surfaces will not be acceptable if exceeding the following tolerances for smoothness:

1. Base Course Surface: 1/4"
2. Wearing Course Surface: 3/16"
3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template, 1/4"

#### 3.14.4 Thickness

In-place compacted thickness will not be acceptable if exceeding following allowable variation from required thickness:

1. Base Course: 1/2", plus or minus.
2. Surface Course: 1/4", plus or minus.

-- End of Section --

## SECTION 02921

SEEDING  
06/98

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## AGRICULTURAL MARKETING SERVICE (AMS)

AMS-01 (Aug 95) Federal Seed Act Regulations Part 201

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 602 (1995a) Agricultural Liming Materials

ASTM D 977 (1991) Emulsified Asphalt

ASTM D 2028 (1976; R 1992) Cutback Asphalt (Rapid-Curing Type)

ASTM D 4972 (1995a) pH of Soils

ASTM D 5268 (1992; R 1996) Topsoil Used for Landscaping Purposes

ASTM D 5883 (1996) Standard Guide for Use of Rotary Kiln Produced Expanded Shale, Clay or Slate (ESCS) as a Mineral Amendment in Topsoil Used for Landscaping and Related Purposes

## 1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

## SD-01 Data

Equipment; GA. Surface Erosion Control Material; GA. Chemical Treatment Material; GA.

Manufacturer's literature including physical characteristics, application

and installation instructions for equipment, surface erosion control material and chemical treatment material.

#### SD-07 Schedules

Equipment; FIO.

A listing of equipment to be used for the seeding operation.

#### SD-08 Statements

Delivery; FIO.

Delivery schedule.

Finished Grade and Topsoil; FIO.

Finished grade status.

Topsoil; FIO.

Availability of topsoil from the stripping and stock piling operation.

#### SD-09 Reports

Equipment Calibration; FIO.

Certification of calibration tests conducted on the equipment used in the seeding operation.

Soil Test; FIO.

Certified reports of inspections and laboratory tests, prepared by an independent testing agency, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used and compliance with recognized test standards shall be described.

#### SD-13 Certificates

Seed; FIO. Topsoil; FIO. pH Adjuster; FIO. Fertilizer; FIO.  
Organic Material; FIO. Soil Conditioner; FIO. Mulch; FIO.  
Asphalt Adhesive; FIO. Pesticide; FIO.

Prior to the delivery of materials, certificates of compliance attesting that materials meet the specified requirements. Certified copies of the material certificates shall include the following:

- a. Seed. Classification, botanical name, common name, percent pure live seed, minimum percent germination and hard seed, maximum percent weed seed content, and date tested.
- b. Topsoil. Particle size, pH, organic matter content, textural class, soluble salts, chemical and mechanical analyses.

- c. pH Adjuster. Calcium carbonate equivalent and sieve analysis.
- d. Fertilizer. Chemical analysis and composition percent.
- e. Organic Material: Composition and source.
- f. Soil Conditioner: Composition and source.
- g. Mulch: Composition and source.
- h. Asphalt Adhesive: Composition.
- i. Pesticide. EPA registration number and registered uses.

#### SD-14 Samples

Delivered Topsoil; FIO.

Samples taken from several locations at the source.

Soil Amendments; FIO.

A 10 pound sample.

#### SD-18 Records

Quantity Check; FIO.

Bag count or bulk weight measurements of material used compared with area covered to determine the application rate and quantity installed.

Seed Establishment Period; FIO.

Calendar time period for the seed establishment period. When there is more than one seed establishment period, the boundaries of the seeded area covered for each period shall be described.

Maintenance Record; FIO.

Maintenance work performed, area repaired or reinstalled, diagnosis for unsatisfactory stand of grass plants.

Application of Pesticide; FIO.

Pesticide treatment plan with sequence of treatment work with dates and times. The pesticide trade name, EPA registration number, chemical composition, formulation, concentration of original and diluted material, application rate of active ingredients, method of application, area treated, amount applied; and the name and state license number of the state certified applicator shall be included.

### 1.3 SOURCE INSPECTION

The source of delivered topsoil shall be subject to inspection.

#### 1.4 DELIVERY, INSPECTION, STORAGE, AND HANDLING

##### 1.4.1 Delivery

A delivery schedule shall be provided at least 10 calendar days prior to the first day of delivery.

##### 1.4.1.1 Delivered Topsoil

Prior to the delivery of any topsoil, its availability shall be verified in paragraph TOPSOIL. A soil test shall be provided for topsoil delivered to the site.

##### 1.4.1.2 Soil Amendments

Soil amendments shall be delivered to the site in the original, unopened containers bearing the manufacturer's chemical analysis. In lieu of containers, soil amendments may be furnished in bulk. A chemical analysis shall be provided for bulk deliveries.

##### 1.4.1.3 Pesticides

Pesticide material shall be delivered to the site in the original, unopened containers bearing legible labels indicating the EPA registration number and the manufacturer's registered uses.

##### 1.4.2 Inspection

Seed shall be inspected upon arrival at the job site for conformity to species and quality. Seed that is wet, moldy, or bears a test date five months or older, shall be rejected. Other materials shall be inspected for compliance with specified requirements. The following shall be rejected: open soil amendment containers or wet soil amendments; topsoil that contains slag, cinders, stones, lumps of soil, sticks, roots, trash or other material over a minimum 1-1/2 inch diameter; and topsoil that contains viable plants and plant parts. Unacceptable materials shall be removed from the job site.

##### 1.4.3 Storage

Materials shall be stored in designated areas. Seed, lime, and fertilizer shall be stored in cool, dry locations away from contaminants. Chemical treatment material shall be stored according to manufacturer's instructions and not with seeding operation materials.

##### 1.4.4 Handling

Except for bulk deliveries, materials shall not be dropped or dumped from vehicles.

##### 1.4.5 Time Limitation

Hydroseeding time limitation for holding seed in the slurry shall be a



maximum 24 hours.

## PART 2 PRODUCTS

### 2.1 SEED

#### 2.1.1 Seed Classification

State-certified seed of the latest season's crop shall be provided in original sealed packages bearing the producer's guaranteed analysis for percentages of mixture, purity, germination, hard seed, weed seed content, and inert material. Labels shall be in conformance with AMS-01 and applicable state seed laws.

#### 2.1.2 Permanent Seed Species and Mixtures

Permanent seed species and mixtures shall be proportioned by weight as indicated on the drawings.

#### 2.1.3 Temporary Seed Species

Temporary seed species for surface erosion control or overseeding shall be as indicated on drawings.

#### 2.1.4 Quality

Weed seed shall be a maximum 1 percent by weight of the total mixture.

#### 2.1.5 Seed Mixing

The mixing of seed may be done by the seed supplier prior to delivery, or on site as directed.

#### 2.1.6 Substitutions

Substitutions will not be allowed without written request and approval from the Contracting Officer.

### 2.2 TOPSOIL

Topsoil shall be as defined in ASTM D 5268. When available, the topsoil shall be the existing surface soil stripped and stockpiled onsite in accordance with Section 02316 EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS. When additional topsoil is required beyond the available topsoil from the stripping operation, topsoil shall be delivered and amended as recommended by the soil test for the seed specified. Topsoil shall be free from slag, cinders, stones, lumps of soil, sticks, roots, trash or other material over a minimum 1-1/2 inch diameter. Topsoil shall be free from viable plants and plant parts.

### 2.3 SOIL AMENDMENTS

Soil amendments shall consist of pH adjuster, fertilizer, organic material and soil conditioners meeting the following requirements. Vermiculite shall not be used.

#### 2.3.1 pH Adjuster

The pH adjuster shall be an agricultural liming material in accordance with ASTM C 602. These materials may be burnt lime, hydrated lime, ground limestone, sulfur, or shells. The pH adjuster shall be used to create a favorable soil pH for the plant material specified.

##### 2.3.1.1 Limestone

Limestone material shall contain a minimum calcium carbonate equivalent of 80 percent. Gradation: A minimum 95 percent shall pass through a No. 8 sieve and a minimum 55 percent shall pass through a No. 60 sieve. To raise soil pH, ground limestone shall be used.

##### 2.3.1.2 Hydrated Lime

Hydrated lime shall contain a minimum calcium carbonate equivalent of 110 percent. Gradation: A minimum 100 percent shall pass through a No. 8 sieve and a minimum 97 percent shall pass through a No. 60 sieve.

##### 2.3.1.3 Burnt Lime

Burnt lime shall contain a minimum calcium carbonate equivalent of 140 percent. Gradation: A minimum 95 percent shall pass through a No. 8 sieve and a minimum 35 percent shall pass through a No. 60 sieve.

#### 2.3.2 Fertilizer

The nutrients ratio shall be 18 percent nitrogen, 24 percent phosphorus, and 6 percent potassium. Fertilizer shall be controlled release commercial grade, free flowing, uniform in composition, and consist of a nitrogen-phosphorus-potassium ratio. The fertilizer shall be derived from sulphur coated urea, urea formaldehyde, plastic or polymer coated pills, or isobutylenediurea (IBDU). Fertilizer shall be balanced with the inclusion of trace minerals and micro-nutrients.

##### 2.3.3 Nitrogen Carrier Fertilizer

The nutrients ratio shall be 18 percent nitrogen, 24 percent phosphorus, and 6 percent potassium. Nitrogen carrier fertilizer shall be commercial grade, free flowing, and uniform in composition. The fertilizer may be a liquid nitrogen solution.

#### 2.3.4 Organic Material

Organic material shall consist of either bonemeal, rotted manure, decomposed wood derivatives, recycled compost, or worm castings.

##### 2.3.4.1 Bonemeal

Bonemeal shall be finely ground, steamed bone product containing from 2 to 4 percent nitrogen and 16 to 40 percent phosphoric acid.

#### 2.3.4.2 Rotted Manure

Rotted manure shall be unleached horse, chicken or cattle manure containing a maximum 25 percent by volume of straw, sawdust, or other bedding materials. It shall contain no chemicals or ingredients harmful to plants.

The manure shall be heat treated to kill weed seeds and be free of stones, sticks, and soil.

#### 2.3.4.3 Decomposed Wood Derivatives

Decomposed wood derivatives shall be ground bark, sawdust, yard trimmings, or other wood waste material that is free of stones, sticks, soil, and toxic substances harmful to plants, and is fully composted or stabilized with nitrogen.

#### 2.3.4.4 Recycled Compost

Compost shall be a well decomposed, stable, weed free organic matter source. Compost shall be derived from food; agricultural or industrial residuals; biosolids (treated sewage sludge); yard trimmings; or source-separated or mixed solid waste. The compost shall possess no objectionable odors and shall not resemble the raw material from which it was derived. The material shall not contain substances toxic to plants. Gradation: The compost material shall pass through a 3/8 inch screen, possess a pH of 5.5 to 8.0, and have a moisture content between 35-55 percent by weight. The material shall not contain more than 1 percent by weight of man-made foreign matter. Compost shall be cleaned of plastic materials larger than 2 inches in length.

#### 2.3.4.5 Worm Castings

Worm castings shall be screened from worms and food source, and shall be commercially packaged.

#### 2.3.5 Soil Conditioner

Soil conditioner shall be sand, super absorbent polymers, calcined clay, or gypsum for use singly or in combination to meet the requirements of the soil test.

##### 2.3.5.1 Sand

Sand shall be clean and free of toxic materials. Gradation: A minimum 95 percent by weight shall pass a No. 10 sieve and a minimum 10 percent by weight shall pass a No. 16 sieve. Greensand shall be balanced with the inclusion of trace minerals and nutrients.

##### 2.3.5.2 Super Absorbent Polymers

To improve water retention in soils, super absorbent polymers shall be sized and applied according to the manufacturer's recommendations.

Polymers shall be added as a soil amendment and be cross-linked polyacrylamide, with an absorption capacity of 250-400 times its weight. Polymers shall also be added to the seed and be a starch grafted polyacrylonitrile, with graphite added as a tacky sticker. It shall have an absorption capacity of 100 plus times its weight.

#### 2.3.5.3 Calcined Clay

Calcined clay shall be granular particles produced from montmorillonite clay calcined to a minimum temperature of 1200 degrees F. Gradation: A minimum 90 percent shall pass a No. 8 sieve; a minimum 99 percent shall be retained on a No. 60 sieve; and a maximum 2 percent shall pass a No. 100 sieve. Bulk density: A maximum 40 pounds per cubic foot.

#### 2.3.5.4 Gypsum

Gypsum shall be commercially packaged, free flowing, and a minimum 95 percent calcium sulfate by volume.

#### 2.3.5.5 Expanded Shale, Clay, or Slate (ESCS)

Rotary kiln produced ESCS material shall be in conformance with ASTM D 5883.

### 2.4 MULCH

Mulch shall be free from weeds, mold, and other deleterious materials. Mulch materials shall be native to the region.

#### 2.4.1 Straw

Straw shall be stalks from oats, wheat, rye, barley, or rice, furnished in air-dry condition and with a consistency for placing with commercial mulch-blowing equipment.

#### 2.4.2 Hay

Hay shall be native hay, sudan-grass hay, broomsedge hay, or other herbaceous mowings, furnished in an air-dry condition suitable for placing with commercial mulch-blowing equipment.

#### 2.4.3 Wood Cellulose Fiber

Wood cellulose fiber shall not contain any growth or germination-inhibiting factors and shall be dyed an appropriate color to facilitate placement during application. Composition on air-dry weight basis: 9 to 15 percent moisture, pH range from 4.5 to 6.0.

#### 2.4.4 Paper Fiber

Paper fiber mulch shall be recycled news print that is shredded for the purpose of mulching seed.

### 2.5 ASPHALT ADHESIVE

Asphalt adhesive shall conform to the following: Emulsified asphalt, conforming to ASTM D 977, Grade SS-1; and cutback asphalt, conforming to ASTM D 2028, Designation RC-70.

## 2.6 WATER

Water shall be the responsibility of the Contractor, unless otherwise noted. Water shall not contain elements toxic to plant life.

## 2.7 PESTICIDE

Pesticide shall be insecticide, herbicide, fungicide, nematocide, rodenticide or miticide. For the purpose of this specification, a soil fumigant shall have the same requirements as a pesticide. The pesticide material shall be EPA registered and approved.

## 2.8 SURFACE EROSION CONTROL MATERIAL

Surface erosion control material shall conform to the following:

### 2.8.1 Surface Erosion Control Blanket

Blanket shall be machine produced mat of wood excelsior formed from a web of interlocking wood fibers; covered on one side with either knitted straw blanket-like mat construction; covered with biodegradable plastic mesh; or interwoven biodegradable thread, plastic netting, or twisted kraft paper cord netting.

### 2.8.2 Surface Erosion Control Fabric

Fabric shall be knitted construction of polypropylene yarn with uniform mesh openings 3/4 to 1 inch square with strips of biodegradable paper. Filler paper strips shall have a minimum life of 6 months.

### 2.8.3 Surface Erosion Control Net

Net shall be heavy, twisted jute mesh, weighing approximately 1.22 pounds per linear yard and 4 feet wide with mesh openings of approximately 1 inch square.

### 2.8.4 Surface Erosion Control Chemicals

Chemicals shall be high-polymer synthetic resin or cold-water emulsion of selected petroleum resins.

### 2.8.5 Hydrophilic Colloids

Hydrophilic colloids shall be physiologically harmless to plant and animal life without phytotoxic agents. Colloids shall be naturally occurring, silicate powder based, and shall form a water insoluble membrane after curing. Colloids shall resist mold growth.

### 2.8.6 Erosion Control Material Anchors

Erosion control anchors shall be as recommended by the manufacturer.

### PART 3 EXECUTION

#### 3.1 INSTALLING SEED TIME AND CONDITIONS

##### 3.1.1 Seeding Time

Seed shall be installed as indicated on the drawings.

##### 3.1.2 Seeding Conditions

Seeding operations shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed.

When special conditions warrant a variance to the seeding operations, proposed alternate times shall be submitted for approval.

##### 3.1.3 Equipment Calibration

Immediately prior to the commencement of seeding operations, calibration tests shall be conducted on the equipment to be used. These tests shall confirm that the equipment is operating within the manufacturer's specifications and will meet the specified criteria. The equipment shall be calibrated a minimum of once every day during the operation. The calibration test results shall be provided within 1 week of testing.

##### 3.1.4 Soil Test

Delivered topsoil, existing soil in smooth graded areas, and stockpiled topsoil shall be tested in accordance with ASTM D 5268 and ASTM D 4972 for determining the particle size, pH, organic matter content, textural class, chemical analysis, soluble salts analysis, and mechanical analysis. Sample collection on site shall be random over the entire site. Sample collection for stockpiled topsoil shall be at different levels in the stockpile. The soil shall be free from debris, noxious weeds, toxic substances, or other materials harmful to plant growth. The test shall determine the quantities and type of soil amendments required to meet local growing conditions for the seed species specified.

#### 3.2 SITE PREPARATION

##### 3.2.1 Finished Grade and Topsoil

The Contractor shall verify that finished grades are as indicated on drawings, and the placing of topsoil, smooth grading, and compaction requirements have been completed in accordance with Section 02316 EXCAVATION, TRENCHING, AND BACKFILLING FOR UTILITIES SYSTEMS, prior to the commencement of the seeding operation.

##### 3.2.2 Application of Soil Amendments

###### 3.2.2.1 Applying pH Adjuster

The pH adjuster shall be applied at the rate recommended on the plans. .  
The pH adjuster shall be incorporated into the soil to a maximum 4 inch depth or may be incorporated as part of the tillage operation.

#### 3.2.2.2 Applying Fertilizer

The application rate shall be 1000 pounds per acre. Fertilizer shall be incorporated into the soil to a maximum 4 inch depth or may be incorporated as part of the tillage or hydroseeding operation.

#### 3.2.2.3 Applying Soil Conditioner

The soil conditioner shall be applied at the raterecommended on the plans.  
The soil conditioner shall be spread uniformly over the soil a minimum 1 inch depth and thoroughly incorporated by tillage into the soil to a maximum 4 inch depth.

#### 3.2.3 Tillage

Soil on slopes up to a maximum 3-horizontal-to-1-vertical shall be tilled to a minimum 4 inch depth. On slopes between 3-horizontal-to-1-vertical and 1-horizontal-to-1 vertical, the soil shall be tilled to a minimum 2 inch depth by scarifying with heavy rakes, or other method. Rototillers shall be used where soil conditions and length of slope permit. On slopes 1-horizontal-to-1 vertical and steeper, no tillage is required. Drainage patterns shall be maintained as indicated on drawings. Areas compacted by construction operations shall be completely pulverized by tillage. Soil used for repair of surface erosion or grade deficiencies shall conform to topsoil requirements. The pH adjuster, fertilizer, and soil conditioner may be applied during this procedure.

#### 3.2.4 Prepared Surface

##### 3.2.4.1 Preparation

The prepared surface shall be a maximum 1 inch below the adjoining grade of any surfaced area. New surfaces shall be blended to existing areas. The prepared surface shall be completed with a light raking to remove debris.

##### 3.2.4.2 Lawn Area Debris

Debris and stones over a minimum 5/8 inch in any dimension shall be removed from the surface.

##### 3.2.4.3 Field Area Debris

Debris and stones over a minimum 3 inch in any dimension shall be removed from the surface.

##### 3.2.4.4 Protection

Areas with the prepared surface shall be protected from compaction or damage by vehicular or pedestrian traffic and surface erosion.

### 3.3 INSTALLATION

Prior to installing seed, any previously prepared surface compacted or damaged shall be reworked to meet the requirements of paragraph SITE PREPARATION. Seeding operations shall not take place when the wind velocity will prevent uniform seed distribution.

#### 3.3.1 Installing Seed

Seeding method shall be Broadcast Seeding. Seeding procedure shall ensure even coverage. Gravity feed applicators, which drop seed directly from a hopper onto the prepared soil, shall not be used because of the difficulty in achieving even coverage, unless otherwise approved. Absorbent polymer powder shall be mixed with the dry seed at the rate recommended by the manufacturer.

##### 3.3.1.1 Broadcast Seeding

Half the total rate of seed application shall be broadcast in 1 direction, with the remainder of the seed rate broadcast at 90 degrees from the first direction. Seed shall be covered a maximum 1/4 inch depth by disk harrow, steel mat drag, cultipacker, or other approved device.

#### 3.3.2 Mulching

##### 3.3.2.1 Hay or Straw Mulch

Hay or straw mulch shall be spread uniformly at the rate of 2 tons per acre.

Mulch shall be spread by hand, blower-type mulch spreader, or other approved method. Mulching shall be started on the windward side of relatively flat areas or on the upper part of steep slopes, and continued uniformly until the area is covered. The mulch shall not be bunched or clumped. Sunlight shall not be completely excluded from penetrating to the ground surface. All areas installed with seed shall be mulched on the same day as the seeding. Mulch shall be anchored immediately following spreading.

##### 3.3.2.2 Mechanical Anchor

Mechanical anchor shall be a V-type-wheel land packer; a scalloped-disk land packer designed to force mulch into the soil surface; or other suitable equipment.

##### 3.3.2.3 Asphalt Adhesive Tackifier

Asphalt adhesive tackifier shall be sprayed at a rate between 10 to 13 gallons per 1000 square feet. Sunlight shall not be completely excluded from penetrating to the ground surface.

##### 3.3.2.4 Non-Asphaltic Tackifier

Hydrophilic colloid shall be applied at the rate recommended by the manufacturer, using hydraulic equipment suitable for thoroughly mixing with



water. A uniform mixture shall be applied over the area.

#### 3.3.2.5 Asphalt Adhesive Coated Mulch

Hay or straw mulch may be spread simultaneously with asphalt adhesive applied at a rate between 10 to 13 gallons per 1000 square feet, using power mulch equipment which shall be equipped with suitable asphalt pump and nozzle. The adhesive-coated mulch shall be applied evenly over the surface. Sunlight shall not be completely excluded from penetrating to the ground surface.

#### 3.3.2.6 Wood Cellulose Fiber, Paper Fiber, and Recycled Paper

Wood cellulose fiber, paper fiber, or recycled paper shall be applied as part of the hydroseeding operation. The mulch shall be mixed and applied in accordance with the manufacturer's recommendations.

#### 3.3.3 Watering Seed

Watering shall be started immediately after completing the seeding of an area. Water shall be applied to supplement rainfall at a rate sufficient to ensure moist soil conditions to a minimum 1 inch depth. Run-off and puddling shall be prevented. Watering trucks shall not be driven over turf areas, unless otherwise directed. Watering of other adjacent areas or plant material shall be prevented.

### 3.4 SURFACE EROSION CONTROL

#### 3.4.1 Surface Erosion Control Material

Where indicated or as directed, surface erosion control material shall be installed in accordance with manufacturer's instructions. Placement of the material shall be accomplished without damage to installed material or without deviation to finished grade.

#### 3.4.2 Temporary Seeding

When directed during contract delays affecting the seeding operation or when a quick cover is required to prevent surface erosion, the areas designated shall be seeded in accordance with temporary seed species listed under Paragraph SEED.

##### 3.4.2.1 Soil Amendments

When soil amendments have not been applied to the area, the quantity of 1/2 of the required soil amendments shall be applied and the area tilled in accordance with paragraph SITE PREPARATION. The area shall be watered in accordance with paragraph Watering Seed.

##### 3.4.2.2 Remaining Soil Amendments

The remaining soil amendments shall be applied in accordance with the paragraph Tillage when the surface is prepared for installing seed.

### 3.5 QUANTITY CHECK

For materials provided in bags, the empty bags shall be retained for recording the amount used. For materials provided in bulk, the weight certificates shall be retained as a record of the amount used. The amount of material used shall be compared with the total area covered to determine the rate of application used. Differences between the quantity applied and the quantity specified shall be adjusted as directed.

### 3.6 APPLICATION OF PESTICIDE

When application of a pesticide becomes necessary to remove a pest or disease, a pesticide treatment plan shall be submitted and coordinated with the installation pest management program.

#### 3.6.1 Technical Representative

The certified installation pest management coordinator shall be the technical representative, and shall be present at all meetings concerning treatment measures for pest or disease control. They may be present during treatment application.

#### 3.6.2 Application

A state certified applicator shall apply required pesticides in accordance with EPA label restrictions and recommendations. Clothing and personal protective equipment shall be used as specified on the pesticide label. A closed system is recommended as it prevents the pesticide from coming into contact with the applicator or other persons. Water for formulating shall only come from designated locations. Filling hoses shall be fitted with a backflow preventer meeting local plumbing codes or standards. Overflow shall be prevented during the filling operation. Prior to each day of use, the equipment used for applying pesticide shall be inspected for leaks, clogging, wear, or damage. Any repairs are to be performed immediately. A pesticide plan shall be submitted.

### 3.7 RESTORATION AND CLEAN UP

#### 3.7.1 Restoration

Existing turf areas, pavements, and facilities that have been damaged from the seeding operation shall be restored to original condition at Contractor's expense.

#### 3.7.2 Clean Up

Excess and waste material shall be removed from the seeded areas and shall be disposed offsite. Adjacent paved areas shall be cleaned.

### 3.8 PROTECTION OF INSTALLED AREAS

Immediately upon completion of the seeding operation in an area, the area shall be protected against traffic or other use by erecting barricades and providing signage as required, or as directed. Signage shall be in

accordance with Section 10430 EXTERIOR SIGNAGE.

### 3.9 SEED ESTABLISHMENT PERIOD

#### 3.9.1 Commencement

The seed establishment period to obtain a healthy stand of grass plants shall begin on the first day of work under this contract and shall end 3 months after the last day of the seeding operation. Written calendar time period shall be furnished for the seed establishment period. When there is more than 1 seed establishment period, the boundaries of the seeded area covered for each period shall be described. The seed establishment period shall be modified for inclement weather, shut down periods, or for separate completion dates of areas.

#### 3.9.2 Satisfactory Stand of Grass Plants

Grass plants shall be evaluated for species and health when the grass plants are a minimum 1 inch high.

##### 3.9.2.1 Lawn Area

A satisfactory stand of grass plants from the seeding operation for a lawn area shall be a minimum 20 grass plants per square foot. Bare spots shall be a maximum 6 inches square. The total bare spots shall be a maximum 2 percent of the total seeded area.

##### 3.9.2.2 Field Area

A satisfactory stand of grass plants from the seeding operation for a field area shall be a minimum 10 grass plants per square foot. The total bare spots shall not exceed 2 percent of the total seeded area.

#### 3.9.3 Maintenance During Establishment Period

Maintenance of the seeded areas shall include eradicating weeds, insects and diseases; protecting embankments and ditches from surface erosion; maintaining erosion control materials and mulch; protecting installed areas from traffic; mowing; watering; and post-fertilization.

##### 3.9.3.1 Mowing

- a. Lawn Areas: Lawn areas shall be mowed to a minimum 3 inch height when the turf is a maximum 4 inches high. Clippings shall be removed when the amount cut prevents sunlight from reaching the ground surface.
- b. Field Areas: Field areas shall be mowed once during the season to a minimum 3 inch height. Clippings shall be removed when the amount cut prevents sunlight from reaching the ground surface.

##### 3.9.3.2 Post-Fertilization

A maximum 1/2 pound per 1000 square feet of actual available nitrogen

shall be provided to the grass plants. The application shall be timed prior to the advent of winter dormancy and shall be made without burning the installed grass plants.

#### 3.9.3.3 Pesticide Treatment

Treatment for disease or pest shall be in accordance with paragraph APPLICATION OF PESTICIDE.

#### 3.9.3.4 Repair or Reinstall

Unsatisfactory stand of grass plants and mulch shall be repaired or reinstalled, and eroded areas shall be repaired in accordance with paragraph SITE PREPARATION.

#### 3.9.3.5 Maintenance Record

A record of each site visit shall be furnished, describing the maintenance work performed; areas repaired or reinstalled; and diagnosis for unsatisfactory stand of grass plants.

-- End of Section --

## SECTION 03307

CONCRETE  
12/92

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## ACI INTERNATIONAL (ACI)

ACI 308	(1992) Standard Practice for Curing Concrete
ACI 318/318R	(1992) Building Code Requirements for Reinforced Concrete
ACI 347R	(1994) Formwork for Concrete

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 185	(1997) Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
ASTM A 615/A 615M	(1996a) Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM C 31	(1991) Making and Curing Concrete Test Specimens in the Field
ASTM C 33	(1997) Concrete Aggregates
ASTM C 39	(1993) Compressive Strength of Cylindrical Concrete Specimens
ASTM C 94	(1997) Ready-Mixed Concrete
ASTM C 143	(1990a) Slump of Hydraulic Cement Concrete
ASTM C 150	(1997) Portland Cement
ASTM C 171	(1992) Sheet Materials for Curing Concrete
ASTM C 172	(1990) Sampling Freshly Mixed Concrete
ASTM C 231	(1991b) Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 260	(1995) Air-Entraining Admixtures for

## Concrete

ASTM C 309	(1994) Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C 494	(1992) Chemical Admixtures for Concrete
ASTM C 618	(1997) Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete
ASTM C 685	(1994) Concrete Made by Volumetric Batching and Continuous Mixing
ASTM D 75	(1987; R 1992) Sampling Aggregates
ASTM D 1752	(1984; R 1992) Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction

## CORPS OF ENGINEERS (COE)

COE CRD-C 400	(1963) Requirements for Water for Use in Mixing or Curing Concrete
COE CRD-C 572	(1974) Corps of Engineers Specifications for Polyvinylchloride Watersto

## 1.2 DESIGN AND PERFORMANCE REQUIREMENTS

The Government will maintain the option to sample and test joint sealer, joint filler material, waterstop, aggregates and concrete to determine compliance with the specifications. The Contractor shall provide facilities and labor as may be necessary to assist the Government in procurement of representative test samples. Samples of aggregates will be obtained at the point of batching in accordance with ASTM D 75. Concrete will be sampled in accordance with ASTM C 172. Slump and air content will be determined in accordance with ASTM C 143 and ASTM C 231, respectively, when cylinders are molded. Compression test specimens will be made, cured, and transported in accordance with ASTM C 31. Compression test specimens will be tested in accordance with ASTM C 39. Samples for strength tests will be taken not less than once each shift in which concrete is produced from each class of concrete required. A minimum of three specimens will be made from each sample; two will be tested at 28 days (90 days if pozzolan is used) for acceptance, and one will be tested at 7 days for information.

## 1.2.1 Strength

Acceptance test results will be the average strengths of two specimens tested at 28 days (90 days if pozzolan is used). The strength of the concrete will be considered satisfactory so long as the average of three consecutive acceptance test results equal or exceed the specified compressive strength,  $f'c$ , and no individual acceptance test result falls below  $f'c$  by more than 500 psi.

### 1.2.2 Construction Tolerances

A Class "C" finish shall apply to all surfaces except those specified to receive a Class "D" finish. A Class "D" finish shall apply to all surfaces which will be permanently concealed after construction. The surface requirements for the classes of finish required shall be as specified in ACI 347R.

### 1.2.3 Concrete Mixture Proportions

Concrete mixture proportions shall be the responsibility of the Contractor.

Mixture proportions shall include the dry weights of cementitious material(s); the nominal maximum size of the coarse aggregate; the specific gravities, absorptions, and saturated surface-dry weights of fine and coarse aggregates; the quantities, types, and names of admixtures; and quantity of water per cubic yard of concrete. All materials included in the mixture proportions shall be of the same type and from the same source as will be used on the project. Specified compressive strength  $f'_c$  shall be 4000 psi at 28 days (90 days if pozzolan is used). The maximum nominal size coarse aggregate shall be 1 inch, in accordance with ACI 318/318R. The air content shall be between 4.5 and 7.5 percent. The slump shall be between 2 and 5 inches. The maximum water cement ratio shall be 0.45.

## 1.3 SUBMITTALS

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

#### SD-01 Data

Air-Entraining Admixture; FIO. Water-Reducing or Retarding Admixture; FIO. Curing Materials; FIO. Reinforcing Steel; FIO. Waterstops; FIO.

Manufacturer's literature is available from suppliers which demonstrates compliance with applicable specifications for the above materials.

Batching and Mixing Equipment; FIO.

Batching and mixing equipment will be accepted on the basis of manufacturer's data which demonstrates compliance with the applicable specifications.

Conveying and Placing Concrete; FIO.

The methods and equipment for transporting, handling, depositing, and consolidating the concrete shall be submitted prior to the first concrete placement.

#### SD-09 Reports

Aggregates; FIO.

Aggregates will be accepted on the basis of certificates of compliance and test reports that show the material(s) meets the quality and grading requirements of the specifications under which it is furnished.

Concrete Mixture Proportions; FIO.

Ten days prior to placement of concrete, the contractor shall submit the mixture proportions that will produce concrete of the quality required. Applicable test reports shall be submitted to verify that the concrete mixture proportions selected will produce concrete of the quality specified.

#### SD-13 Certificates

Cementitious Materials; FIO.

Certificates of compliance attesting that the concrete materials meet the requirements of the specifications shall be submitted in accordance with the Special Clause "CERTIFICATES OF COMPLIANCE". Cementitious material will be accepted on the basis of a manufacturer's certificate of compliance, accompanied by mill test reports that the material(s) meet the requirements of the specification under which it is furnished.

Aggregates; FIO.

Aggregates will be accepted on the basis of certificates of compliance and tests reports that show the material(s) meet the quality and grading requirements of the specifications under which it is furnished.

## PART 2 PRODUCTS

### 2.1 MATERIALS

#### 2.1.1 Cementitious Materials

Cementitious materials shall conform to the appropriate specifications listed:

##### 2.1.1.1 Portland Cement - except as indicated on drawings

ASTM C 150, Type I, IA, II, IIA, III, IIIA or V, except that the tricalcium aluminate of the Type III or IIIA cement shall be limited to 8 percent.

##### 2.1.1.2 Pozzolan

Pozzolan shall conform to ASTM C 618, Class C or F, including requirements of Tables 1A and 2A.

#### 2.1.2 Aggregates

Aggregates shall meet the quality and grading requirements of ASTM C 33 Class Designations 4M or better.



### 2.1.3 Admixtures

Admixtures to be used, when required or approved, shall comply with the appropriate specification listed. Chemical admixtures that have been in storage at the project site for longer than 6 months or that have been subjected to freezing shall be retested at the expense of the contractor at the request of the Contracting Officer and shall be rejected if test results are not satisfactory.

#### 2.1.3.1 Air-Entraining Admixture

Air-entraining admixture shall meet the requirements of ASTM C 260.

#### 2.1.3.2 Water-Reducing or Retarding Admixture

Water-reducing or retarding admixture shall meet the requirements of ASTM C 494, Type A, B, or D.

### 2.1.4 Water

Water for mixing and curing shall be fresh, clean, potable, and free from injurious amounts of oil, acid, salt, or alkali, except that unpotable water may be used if it meets the requirements of COE CRD-C 400.

### 2.1.5 Reinforcing Steel

Reinforcing steel bar shall conform to the requirements of ASTM A 615/A 615M, Grade 60. Welded steel wire fabric shall conform to the requirements of ASTM A 185. Details of reinforcement not shown shall be in accordance with ACI 318/318R, Chapters 7 and 12.

### 2.1.6 Expansion Joint Filler Strips, Premolded

Expansion joint filler strips, premolded shall be sponge rubber conforming to ASTM D 1752, Type I.

### 2.1.7 Waterstops

Waterstops shall conform to COE CRD-C 572.

### 2.1.8 Formwork

The design and engineering of the formwork as well as its construction, shall be the responsibility of the Contractor.

### 2.1.9 Form Coatings

Forms for exposed surfaces shall be coated with a nonstaining form oil, which shall be applied shortly before concrete is placed.

### 2.1.10 Curing Materials

Curing materials shall conform to the following requirements.

#### 2.1.10.1 Impervious Sheet Materials

Impervious sheet materials, ASTM C 171, type optional, except polyethylene film, if used, shall be white opaque.

#### 2.1.10.2 Membrane-Forming Curing Compound

ASTM C 309, Type 1-D or 2, Class A.

### PART 3 EXECUTION

#### 3.1 PREPARATION

##### 3.1.1 General

Construction joints shall be prepared to expose coarse aggregate, and the surface shall be clean, damp, and free of laitance. Ramps and walkways, as necessary, shall be constructed to allow safe and expeditious access for concrete and workmen. Snow, ice, standing or flowing water, loose particles, debris, and foreign matter shall have been removed. Earth foundations shall be satisfactorily compacted. Spare vibrators shall be available. The entire preparation shall be accepted by the Government prior to placing.

##### 3.1.2 Embedded Items

Reinforcement shall be secured in place; joints, anchors, and other embedded items shall have been positioned. Internal ties shall be arranged so that when the forms are removed all metal will be not less than 2 inches from concrete surfaces permanently exposed to view or exposed to water on the finished structures. Embedded items shall be free of oil and other foreign matters such as loose coatings or rust, paint, and scale. The embedding of wood in concrete will be permitted only when specifically authorized or directed. All equipment needed to place, consolidate, protect, and cure the concrete shall be at the placement site and in good operating condition.

##### 3.1.3 Formwork Installation

Forms shall be properly aligned, adequately supported, and mortar-tight. The form surfaces shall be smooth and free from irregularities, dents, sags, or holes when used for permanently exposed faces. All exposed joints and edges shall be chamfered, unless otherwise indicated.

##### 3.1.4 Production of Concrete

###### 3.1.4.1 Ready-Mixed Concrete

Ready-mixed concrete shall conform to ASTM C 94 except as otherwise specified.

###### 3.1.4.2 Concrete Made by Volumetric Batching and Continuous Mixing

Concrete made by volumetric batching and continuous mixing shall conform to ASTM C 685.

#### 3.1.4.3 Batching and Mixing Equipment

The contractor shall have the option of using an on-site batching and mixing facility. The facility shall provide sufficient batching and mixing equipment capacity to prevent cold joints. The method of measuring materials, batching operation, and mixer shall be submitted for review. On-site plant shall conform to the requirements of either ASTM C 94 or ASTM C 685.

#### 3.1.5 Waterstops

Waterstops shall be installed and spliced as directed by the manufacturer.

### 3.2 CONVEYING AND PLACING CONCRETE

Conveying and placing concrete shall conform to the following requirements.

#### 3.2.1 General

Concrete placement shall not be permitted when weather conditions prevent proper placement and consolidation without approval. When concrete is mixed and/or transported by a truck mixer, the concrete shall be delivered to the site of the work and discharge shall be completed within 1-1/2 hours or 45 minutes when the placing temperature is 85 degrees F or greater unless a retarding admixture is used. Concrete shall be conveyed from the mixer to the forms as rapidly as practicable by methods which prevent segregation or loss of ingredients. Concrete shall be in place and consolidated within 15 minutes after discharge from the mixer. Concrete shall be deposited as close as possible to its final position in the forms and be so regulated that it may be effectively consolidated in horizontal layers 18 inches or less in thickness with a minimum of lateral movement. The placement shall be carried on at such a rate that the formation of cold joints will be prevented.

#### 3.2.2 Consolidation

Each layer of concrete shall be consolidated by internal vibrating equipment. External vibrating equipment may be used when authorized. Internal vibration shall be systematically accomplished by inserting the vibrator through the fresh concrete in the layer below at a uniform spacing over the entire area of placement. The distance between insertions shall be approximately 1.5 times the radius of action of the vibrator and overlay the adjacent, just-vibrated area by a few inches. The vibrator shall penetrate rapidly to the bottom of the layer and at least 6 inches into the layer below, if such a layer exists. It shall be held stationary until the concrete is consolidated and then withdrawn slowly at the rate of about 3 inches per second.

#### 3.2.3 Cold-Weather Requirements

No concrete placement shall be made when the ambient temperature is below

35 degrees F or if the ambient temperature is below 40 degrees F and falling. Suitable covering and other means as approved shall be provided for maintaining the concrete at a temperature of at least 50 degrees F for not less than 72 hours after placing and at a temperature above freezing for the remainder of the curing period. Salt, chemicals, or other foreign materials shall not be mixed with the concrete to prevent freezing. Any concrete damaged by freezing shall be removed and replaced at the expense of the contractor.

#### 3.2.4 Hot-Weather Requirements

When the rate of evaporation of surface moisture, as determined by use of Figure 1 of ACI 308, is expected to exceed 0.2 pound per square foot per hour, provisions for windbreaks, shading, fog spraying, or covering with a light-colored material shall be made in advance of placement, and such protective measures shall be taken as quickly as finishing operations will allow.

### 3.3 FORM REMOVAL

Forms shall not be removed before the expiration of 24 hours after concrete placement except where otherwise specifically authorized. Supporting forms and shoring shall not be removed until the concrete has cured for at least 5 days. When conditions on the work are such as to justify the requirement, forms will be required to remain in place for longer periods.

### 3.4 FINISHING

#### 3.4.1 General

No finishing or repair will be done when either the concrete or the ambient temperature is below 50 degrees F.

#### 3.4.2 Finishing Formed Surfaces

All fins and loose materials shall be removed, and surface defects including tie holes shall be filled. All honeycomb areas and other defects shall be repaired. All unsound concrete shall be removed from areas to be repaired. Surface defects greater than 1/2 inch in diameter and holes left by removal of tie rods in all surfaces not to receive additional concrete shall be reamed or chipped and filled with dry-pack mortar. The prepared area shall be brush-coated with an approved epoxy resin or latex bonding compound or with a neat cement grout after dampening and filled with mortar or concrete. The cement used in mortar or concrete for repairs to all surfaces permanently exposed to view shall be a blend of portland cement and white cement so that the final color when cured will be the same as adjacent concrete.

#### 3.4.3 Finishing Unformed Surfaces

All unformed surfaces that are not to be covered by additional concrete or backfill shall be float finished to elevations shown, unless otherwise specified. Surfaces to receive additional concrete or backfill shall be brought to the elevations shown and left as a true and regular surface.

Exterior surfaces shall be sloped for drainage unless otherwise shown. Joints shall be carefully made with a jointing tool. Unformed surfaces shall be finished to a tolerance of 3/8 inch for a float finish and 5/16 inch for a trowel finish as determined by a 10 foot straightedge placed on surfaces shown on the plans to be level or having a constant slope. Finishing shall not be performed while there is excess moisture or bleeding water on the surface. No water or cement shall be added to the surface during finishing.

#### 3.4.3.1 Float Finish

Surfaces to be float finished shall be screeded and darbied or bullfloated to eliminate the ridges and to fill in the voids left by the screed. In addition, the darby or bullfloat shall fill all surface voids and only slightly embed the coarse aggregate below the surface of the fresh concrete. When the water sheen disappears and the concrete will support a person's weight without deep imprint, floating should be completed. Floating should embed large aggregates just beneath the surface, remove slight imperfections, humps, and voids to produce a plane surface, compact the concrete, and consolidate mortar at the surface.

#### 3.5 CURING AND PROTECTION

Beginning immediately after placement and continuing for at least 7 days, except for concrete made with Type III cement, at least 3 days, all concrete shall be cured and protected from premature drying, extremes in temperature, rapid temperature change, freezing, mechanical damage, and exposure to rain or flowing water. All materials and equipment needed for adequate curing and protection shall be available and at the site of the placement prior to the start of concrete placement. Preservation of moisture for concrete surfaces not in contact with forms shall be accomplished by one of the following methods:

- a. Continuous sprinkling or ponding.
- b. Application of absorptive mats or fabrics kept continuously wet.
- c. Application of sand kept continuously wet.
- d. Application of impervious sheet material conforming to ASTM C 171.
- e. Application of membrane-forming curing compound conforming to ASTM C 309, Type 1-D, on surfaces permanently exposed to view and Type 2 on other surfaces shall be accomplished in accordance with manufacturer's instructions.

The preservation of moisture for concrete surfaces placed against wooden forms shall be accomplished by keeping the forms continuously wet for 7 days, except for concrete made with Type III cement, 3 days. If forms are removed prior to end of the required curing period, other curing methods shall be used for the balance of the curing period. During the period of protection removal, the temperature of the air in contact with the concrete shall not be allowed to drop more than 25 degrees F within a 24 hour period.

### 3.6 TESTS AND INSPECTIONS

#### 3.6.1 General

The individuals who sample and test concrete as required in this specification shall have demonstrated a knowledge and ability to perform the necessary test procedures equivalent to the ACI minimum guidelines for certification of Concrete Field Testing Technicians, Grade I.

#### 3.6.2 Inspection Details and Frequency of Testing

##### 3.6.2.1 Preparations for Placing

Foundation or construction joints, forms, and embedded items shall be inspected in sufficient time prior to each concrete placement by the Contractor to certify that it is ready to receive concrete.

##### 3.6.2.2 Air Content

Air content shall be checked at least twice during each shift that concrete is placed for each class of concrete required. Samples shall be obtained in accordance with ASTM C 172 and tested in accordance with ASTM C 231.

##### 3.6.2.3 Slump

Slump shall be checked twice during each shift that concrete is produced for each class of concrete required. Samples shall be obtained in accordance with ASTM C 172 and tested in accordance with ASTM C 143.

##### 3.6.2.4 Consolidation and Protection

The Contractor shall ensure that the concrete is properly consolidated, finished, protected, and cured.

#### 3.6.3 Action Required

##### 3.6.3.1 Placing

The placing foreman shall not permit placing to begin until he has verified that an adequate number of acceptable vibrators, which are in working order and have competent operators, are available. Placing shall not be continued if any pile is inadequately consolidated.

##### 3.6.3.2 Air Content

Whenever a test result is outside the specification limits, the concrete shall not be delivered to the forms and an adjustment shall be made to the dosage of the air-entrainment admixture.

##### 3.6.3.3 Slump

Whenever a test result is outside the specification limits, the concrete shall not be delivered to the forms and an adjustment should be made in the batch weights of water and fine aggregate. The adjustments are to be made

so that the water-cement ratio does not exceed that specified in the submitted concrete mixture proportion. An additional slump test is required on all adjusted concrete batches. Samples shall be obtained in accordance with ASTM C 172 and tested in accordance with ASTM C 143. The Contractor shall verify compliance with the specification requirements prior to placement in the forms.

#### 3.6.4 Reports

The results of all tests and inspections conducted at the project site shall be reported informally at the end of each shift and in writing weekly and shall be delivered within 3 days after the end of each weekly reporting period. See Section 01440 CONTRACTOR QUALITY CONTROL. The testing laboratory shall send copies of all test reports directly to the Contracting Officer at the same time test reports are sent to the Contractor.

-- End of Section --

## SECTION 03410

PLANT-PRECAST STRUCTURAL CONCRETE  
**09/99**

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS  
(AASHTO)

AASHTO SSHB-I-14 Highway Bridges-Division I-Section 14:  
Bearings

## ACI INTERNATIONAL (ACI)

ACI 304R (1989) Measuring, Mixing, Transporting,  
and Placing Concrete

ACI 305R (1991) Hot Weather Concreting

ACI 306.1 (1990) Cold Weather Concreting

ACI 309R (1996) Consolidation of Concrete

ACI 318 (1999) Building Code Requirements for  
Structural Concrete

## AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A135.4 (1995) Basic Hardboard

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 27/A 27M (1995) Steel Castings, Carbon, for General  
Application

ASTM A 36/A 36M (1997a) Carbon Structural Steel

ASTM A 47 (1990) Ferritic Malleable Iron Castings

ASTM A 123/A 123M (1997a) Zinc (Hot-Dip Galvanized) Coatings  
on Iron and Steel Products

ASTM A 185 (1997) Steel Welded Wire Fabric, Plain,  
for Concrete Reinforcement

ASTM A 307 (1994) Carbon Steel Bolts and Studs,



	60,000 psi Tensile Strength
ASTM A 325	(1997) Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength
ASTM A 563	(1996) Carbon and Alloy Steel Nuts
ASTM A 615/A 615M	(1996a) Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM A 780	(1993; Rev. A) Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
ASTM C 33	(1997) Concrete Aggregates
ASTM C 94	(1997) Ready-Mixed Concrete
ASTM C 150	(1997) Portland Cement
ASTM C 260	(1995) Air-Entraining Admixtures for Concrete
ASTM C 595	(1994a) Blended Hydraulic Cements
ASTM C 618	(1997) Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete
ASTM C 1107	(1997) Packaged Dry, Hydraulic-Cement Grout (Nonshrink)
ASTM F 436	(1993) Hardened Steel Washers
ASTM F 844	(1990) Washers, Steel, Plain (Flat), Unhardened for General Use

## AMERICAN WELDING SOCIETY (AWS)

AWS D1.4	(1998) Structural Welding Code - Reinforcing Steel
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## PRECAST/PRESTRESSED CONCRETE INSTITUTE (PCI)

PCI MNL-116	(1985) Quality Control for Plants and Production of Precast Prestressed Concrete Products
PCI MNL-120	(1992) Design Handbook - Precast and Prestressed Concret

## 1.2 PRECAST MEMBERS

The work includes the provision of precast non-prestressed concrete herein referred to as precast members. Precast members shall be the product of a manufacturer specializing in the production of precast concrete members. In the ACI publications, the advisory provisions shall be considered to be mandatory, as though the word "shall" has been substituted for "should" wherever it appears; reference to the "Building Official," the "Structural Engineer" and the "Architect/Engineer" shall be interpreted to mean the Contracting Officer.

### 1.3 SUBMITTALS

Submit the following in accordance with Section 01300, "Submittal Procedures."

#### SD-02 Shop Drawings

Drawings of precast members; GA

#### SD-03 Product Data

Anchorage and lifting inserts and devices; GA

Bearing pads; GA

#### SD-05 Design Data

Precast concrete members design calculations; GA

Concrete mix design; GA

#### SD-06 Test Reports

Contractor-furnished mix design; GA

Submit copies of test reports showing that the mix has been successfully tested to produce concrete with the properties specified and will be suitable for the job conditions. Obtain approval before concrete placement.

#### SD-07 Certificates

Fabrication; GA

Submit quality control procedures established in accordance with PCI MNL-116 by the precast manufacturer.

#### SD-11 Closeout Submittals

Concrete batch ticket information; GA

### 1.4 QUALITY CONTROL

#### 1.4.1 Precast Concrete Member Design

ACI 318 and the PCI MNL-120. Design precast members (including connections) for the design load conditions and spans indicated, and for additional loads imposed by openings and supports of the work of other trades. Design precast members for handling without cracking in accordance with the PCI MNL-120.

#### 1.4.2 PCI Quality Certifications

PCI MNL-116. At the precast manufacturer's option, in lieu of core samples, ACI 318, full scale load tests may be performed. Perform on randomly selected members, as directed by the Contracting Officer.

##### 1.4.2.1 Product Quality Control

PCI MNL-116 for PCI enrolled plants. Where panels are manufactured by specialists in plants not currently enrolled in the PCI "Quality Control Program," provide a product quality control system in accordance with PCI MNL-116 and perform concrete and aggregate quality control testing using an approved, independent commercial testing laboratory. Submit test results to the Contracting Officer.

or

##### 1.4.2.2 Product Quality Control

Plants shall be certified by the PCI Plant Certification Program for Category C1 work.

#### 1.5 DELIVERY AND STORAGE

Lift and support precast members at the lifting and supporting points indicated on the shop drawings. Store precast members off the ground. Separate stacked precast members by battens across the full width of each bearing point. Protect from weather, marring, damage, and overload.

#### 1.6 FACTORY INSPECTION

At the option of the Contracting Officer, precast units shall be inspected by the QC Representative prior to being transported to the job site. The Contractor shall give notice 14 days prior to the time the units will be available for plant inspection. Neither the exercise nor waiver of inspection at the plant will affect the Government's right to enforce contractual provisions after units are transported or erected.

#### 1.7 QUALITY ASSURANCE

##### 1.7.1 Drawing Information

Submit drawings indicating complete information for the fabrication, handling, and erection of the precast member. Drawings shall not be reproductions of contract drawings. Design calculations and drawings of precast members (including connections) shall be prepared and sealed by a

registered professional engineer, and submitted for approval prior to fabrication. The drawings shall indicate, as a minimum, the following information:

- a. Marking of members for erection
- b. Connections for work of other trades
- c. Connections between members, and connections between members and other construction
- d. Location and size of openings
- e. Headers for openings
- f. Joints between members, and joints between members and other construction
- g. Reinforcing details
- h. Material properties of steel and concrete used
- i. Lifting and erection inserts
- j. Dimensions and surface finishes of each member
- k. Erection sequence and handling requirements
- l. All loads used in design (such as live, dead, handling, and erection)
- m. Bracing/shoring required
- n. Areas to receive toppings, topping thickness.

#### 1.7.2 Design Calculations

Submit calculations reflecting design conforming to requirements of paragraph entitled "Precast Concrete Member Design." Design calculations and drawings of precast members (including connections) shall be prepared and sealed by a registered professional engineer, and submitted for approval prior to fabrication.

#### 1.7.3 Concrete Mix Design

Thirty days minimum prior to concrete placement, submit a mix design for each strength and type of concrete. Include a complete list of materials including type; brand; source and amount of cement, pozzolan, silicate concrete, and admixtures; and applicable reference specifications.

#### 1.7.4 Certificates: Record Requirement

ASTM C 94. Submit mandatory batch ticket information for each load of ready-mixed concrete.

## PART 2 PRODUCTS

### 2.1 CONTRACTOR-FURNISHED MIX DESIGN

ACI 318. The minimum compressive strength of concrete at 28 days shall be 5000 psi, unless otherwise indicated. Add air-entraining admixtures at the mixer to produce between 4 and 6 percent air by volume.

### 2.2 MATERIALS

#### 2.2.1 Cement

ASTM C 150, Type I, II, or III; or ASTM C 595 Type IP(MS) or IS(MS) blended cement, except as modified herein. The blended cement shall consist of a mixture of ASTM C 150 cement and ASTM C 618 pozzolan or fly ash. The pozzolan/fly ash content shall not exceed 25 percent by weight of the total cementitious material. For exposed concrete, use one manufacturer for each type of cement, fly ash, and pozzolan.

##### 2.2.1.1 Fly Ash and Pozzolan

ASTM C 618, Type N, F, or C, except that the maximum allowable loss on ignition shall be 6 percent for Type N and F.

#### 2.2.2 Water

Water shall be fresh, clean, and potable.

#### 2.2.3 Aggregates

##### 2.2.3.1 Aggregates Selection

ASTM C 33, Size 67, except as modified herein. Obtain aggregates for exposed concrete surfaces from one source. Aggregates shall not contain any substance which may be deleteriously reactive with the alkalies in the cement.

#### 2.2.4 Grout

##### 2.2.4.1 Nonshrink Grout

ASTM C 1107.

##### 2.2.4.2 Cementitious Grout

Shall be a mixture of portland cement, sand, and water. Proportion one part cement to approximately 2.5 parts sand, with the amount of water based on placement method. Provide air entrainment for grout exposed to the weather.

#### 2.2.5 Admixtures

##### 2.2.5.1 Air-Entraining

ASTM C 260.

#### 2.2.6 Reinforcement

##### 2.2.6.1 Reinforcing Bars

ASTM A 615/A 615M, Grade 60.

##### 2.2.6.2 Welded Wire Fabric

ASTM A 185.

##### 2.2.7 Metal Accessories

Provide ASTM A 123/A 123M galvanized.

##### 2.2.7.1 Inserts

ASTM A 47, Grade 32510 or 35018, or ASTM A 27/A 27M Grade U-60-30.

##### 2.2.7.2 Structural Steel

ASTM A 36/A 36M.

##### 2.2.7.3 Bolts

ASTM A 307; ASTM A 325.

##### 2.2.7.4 Nuts

ASTM A 563.

##### 2.2.7.5 Washers

ASTM F 844 washers for ASTM A 307 bolts, and ASTM F 436 washers for ASTM A 325 bolts.

##### 2.2.8 Bearing Pads

##### 2.2.8.1 Elastomeric

AASHTO SSHB-I-14, for plain neoprene bearings.

##### 2.2.8.2 Hardboard (Interior Only)

ANSI A135.4, class as specified by the precast manufacturer.

#### 2.3 FABRICATION

PCI MNL-116 unless specified otherwise.

##### 2.3.1 Forms

Brace forms to prevent deformation. Forms shall produce a smooth, dense

surface. Chamfer exposed edges of columns and beams 3/4 inch, unless otherwise indicated. Provide threaded or snap-off type form ties.

### 2.3.2 Reinforcement Placement

ACI 318 for placement and splicing. Reinforcement may be preassembled before placement in forms. Provide exposed connecting bars, or other approved connection methods, between precast and cast-in-place construction. Remove any excess mortar that adheres to the exposed connections.

### 2.3.3 Concrete

#### 2.3.3.1 Concrete Mixing

ASTM C 94. Mixing operations shall produce batch-to-batch uniformity of strength, consistency, and appearance.

#### 2.3.3.2 Concrete Placing

ACI 304R, ACI 305R for hot weather concreting , ACI 306.1 for cold weather concreting, and ACI 309R, unless otherwise specified.

#### 2.3.3.3 Concrete Curing

Commence curing immediately following the initial set and completion of surface finishing. Provide curing procedures to keep the temperature of the concrete between 50 and 190 degrees F. When accelerated curing is used, apply heat at controlled rate and uniformly along the casting beds. Monitor temperatures at various points in a product line in different casts.

### 2.3.4 Surface Finish

Repairs located in a bearing area shall be approved by the Contracting Officer prior to repairs. Precast members containing hairline cracks which are visible and are less than 0.02 inches in width, may be accepted, except that cracks larger than 0.005 inches in width for surfaces exposed to the weather shall be repaired. Precast members which contain cracks greater than 0.02 inches in width shall be approved by the Contracting Officer, prior to being repaired. Any precast member that is structurally impaired or contains honeycombed section deep enough to expose reinforcing shall be rejected.

#### 2.3.4.1 Unformed Surfaces

Provide a floated finish.

#### 2.3.4.2 Formed Surfaces

PCI MNL-116 (Appendix A - Commentary), Chapter 3, for grades of surface finishes.

- a. Unexposed Surfaces: Provide a commercial grade surface finish.

- b. Exposed Surfaces: Provide a finish Grade B surface finish. The combined area of acceptable defective areas shall not exceed 0.2 percent of the exposed to view surface area, and the patches shall be indistinguishable from the surrounding surfaces when dry.

### PART 3 EXECUTION

#### 3.1 SURFACE REPAIR

Prior to erection, and again after installation, precast members shall be checked for damage, such as cracking, spalling, and honeycombing. As directed by the Contracting Officer, precast members that do not meet the surface finish requirements specified in Part 2 in paragraph entitled "Surface Finish" shall be repaired, or removed and replaced with new precast members.

#### 3.2 ERECTION

Precast members shall be erected after the concrete has attained the specified compressive strength, unless otherwise approved by the precast manufacturer. Erect in accordance with the approved shop drawings. PCI MNL-116 and PCI MNL-120 (Chapter 8), for tolerances. Brace precast members, unless design calculations submitted with the shop drawings indicate bracing is not required. Follow the manufacturer's recommendations for maximum construction loads. Place precast members level, plumb, square, and true within tolerances. Align member ends.

#### 3.3 BEARING SURFACES

Shall be flat, free of irregularities, and properly sized. Size bearing surfaces to provide for the indicated clearances between the precast member and adjacent precast members or adjoining field placed surfaces. Correct bearing surface irregularities with nonshrink grout. Provide bearing pads where indicated or required. Do not use hardboard bearing pads in exterior locations. Place precast members at right angles to the bearing surface, unless indicated otherwise, and draw-up tight without forcing or distortion, with sides plumb.

#### 3.4 ANCHORAGE

Provide anchorage for fastening work in place. Conceal fasteners where practicable. Make threaded connections up tight and nick threads to prevent loosening.

#### 3.5 WELDING

AWS D1.4 for welding connections and reinforcing splices. Protect the concrete and other reinforcing from heat during welding. Weld continuously along the entire area of contact. Grind smooth visible welds in the finished installation.

#### 3.6 OPENINGS

Holes or cuts requiring reinforcing to be cut, which are not indicated on



the approved shop drawing, shall only be made with the approval of the Contracting Officer and the precast manufacturer. Drill holes less than 12 inches in diameter with a diamond tipped core drill.

### 3.7 GALVANIZING REPAIR

Repair damage to galvanized coatings using ASTM A 780 zinc rich paint for galvanized surfaces damaged by handling, transporting, cutting, welding, bolting, or acid washing. Do not heat surfaces to which repair paint has been applied.

### 3.8 GROUTING

Clean and fill ,such as existing structures and new manholes, indicated keyways between precast members, and other indicated areas, solidly with nonshrink grout or cementitious grout. Provide reinforcing where indicated. Remove excess grout before hardening.

### 3.9 SEALANTS

Provide as indicated on the drawings.

-- End of Section --

## SECTION 05090

WELDING, STRUCTURAL AND ACID PIPING  
**09/98**

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

AISC-04 (1989) Specification for Structural Steel Buildings - Allowable Stress Design, Plastic Design

## AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI B31.3 Chemical Plant and Petroleum Refinery Piping Code

## AMERICAN SOCIETY FOR NONDESTRUCTIVE TESTING (ASNT)

ASNT-01 (1996) Recommended Practice SNT-TC-1A

## AMERICAN WELDING SOCIETY (AWS)

AWS A2.4 (1993) Standard Symbols for Welding, Brazing and Nondestructive Examination

AWS A3.0 (1994) Standard Welding Terms and Definitions

AWS D1.1 (1996) Structural Welding Code - Steel

AWS Z49.1 (1994) Safety in Welding and Cutting and Allied Processes

## 1.2 DEFINITIONS

Definitions of welding terms shall be in accordance with AWS A3.0.

## 1.3 GENERAL REQUIREMENTS

The design of welded connections shall conform to AISC-04 unless otherwise indicated or specified. Material with welds will not be accepted unless the welding is specified or indicated on the drawings or otherwise

approved. Welding shall be as specified in this section, except where additional requirements are shown on the drawings or are specified in other sections. Welding shall not be started until welding procedures, welders, welding operators, and tackers have been qualified and the submittals approved by the Contracting Officer. Qualification testing shall be performed at or near the work site. Each Contractor performing welding shall maintain records of the test results obtained in welding procedure, welder, welding operator, and tacker performance qualifications.

Nitrocellulose (NC) service piping systems fabricated or repaired by the construction personnel at RFAAP shall be performed in accordance with RFAAP Drawing 42406 entitled "Welding and Fabrication Requirements - Class NC"; Alliant Engineering Standard 14CS-15500 entitled "Piping Fabrication, Erection and Testing"; and American Society for Mechanical Engineers/American National Standards Institute (ASME/ANSI) ANSI B31.3 entitled "Chemical Plant and Petroleum Refinery Piping Code."

Alliant Corporate and RFAAP Safety and Loss Prevention have directed that these standards apply to all present and future piping work performed at RFAAP. They define the requirements for design, fabrication, materials, examination, inspection, testing, and documentation of NC piping work. Additionally, these standards require that the personnel and procedures for welding and nondestructive examination (NDE) be qualified and certified by the requirements of the ANSI B31.3 code.

In compliance with the aforementioned mandates, RFAAP has implemented a Quality Control Program for NC service piping work performed at RFAAP. The NDE Committee (Charter No. 29) shall prepare, maintain, and approve a quality control procedure, that describes how affected departments are to initiate NC piping work and assigns authority and responsibility for action involving design, materials, fabrication, welding, inspection, examination, correction of nonconformances, testing, documentation, and record keeping. Departments assigned direct responsibility under this program, including Facilities Engineering, Maintenance, Materials Management, Quality Control, and production departments, shall comply with this program as described in the quality control procedure.

#### 1.4 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

SD-08 Statements

Welding Procedure Qualifications; FIO.

Welder, Welding Operator, and Tacker Qualification; FIO.

Inspector Qualification; FIO.

Copies of the welding procedure specifications; the procedure qualification test records; and the welder, welding operator, or tacker qualification

test records.

#### SD-18 Records

Quality Control; FIO.

A quality assurance plan and records of tests and inspections.

### 1.5 WELDING PROCEDURE QUALIFICATIONS

Except for prequalified (per AWS D1.1) and previously qualified procedures, each Contractor performing welding shall record in detail and shall qualify the welding procedure specification for any welding procedure followed in the fabrication of weldments. Qualification of welding procedures shall conform to AWS D1.1 and to the specifications in this section. Copies of the welding procedure specification and the results of the procedure qualification test for each type of welding which requires procedure qualification shall be submitted for approval. Approval of any procedure, however, will not relieve the Contractor of the sole responsibility for producing a finished structure meeting all the requirements of these specifications. This information shall be submitted on the forms in Appendix E of AWS D1.1. Welding procedure specifications shall be individually identified and shall be referenced on the detail drawings and erection drawings, or shall be suitably keyed to the contract drawings. In case of conflict between this specification and AWS D1.1, this specification governs.

#### 1.5.1 Previous Qualifications

Welding procedures previously qualified by test may be accepted for this contract without requalification if the following conditions are met:

- a. Testing was performed by an approved testing laboratory, technical consultant, or the Contractor's approved quality control organization.
- b. The qualified welding procedure conforms to the requirements of this specification and is applicable to welding conditions encountered under this contract.
- c. The welder, welding operator, and tacker qualification tests conform to the requirements of this specification and are applicable to welding conditions encountered under this contract.

#### 1.5.2 Prequalified Procedures

Welding procedures which are considered prequalified as specified in AWS D1.1 will be accepted without further qualification. The Contractor shall submit for approval a listing or an annotated drawing to indicate the joints not prequalified. Procedure qualification shall be required for these joints.

#### 1.5.3 Retests

If welding procedure fails to meet the requirements of AWS D1.1, the

procedure specification shall be revised and requalified, or at the Contractor's option, welding procedure may be retested in accordance with AWS D1.1. If the welding procedure is qualified through retesting, all test results, including those of test welds that failed to meet the requirements, shall be submitted with the welding procedure.

#### 1.6 WELDER, WELDING OPERATOR, AND TACKER QUALIFICATION

Each welder, welding operator, and tacker assigned to work on this contract shall be qualified in accordance with the applicable requirements of AWS D1.1 and as specified in this section. Welders, welding operators, and tackers who make acceptable procedure qualification test welds will be considered qualified for the welding procedure used.

##### 1.6.1 Previous Qualifications

At the discretion of the Contracting Officer, welders, welding operators, and tackers qualified by test within the previous 6 months may be accepted for this contract without requalification if all the following conditions are met:

- a. Copies of the welding procedure specifications, the procedure qualification test records, and the welder, welding operator, and tacker qualification test records are submitted and approved in accordance with the specified requirements for detail drawings.
- b. Testing was performed by an approved testing laboratory, technical consultant, or the Contractor's approved quality control organization.
- c. The previously qualified welding procedure conforms to the requirements of this specification and is applicable to welding conditions encountered under this contract.
- d. The welder, welding operator, and tacker qualification tests conform to the requirements of this specification and are applicable to welding conditions encountered under this contract.

##### 1.6.2 Certificates

Before assigning any welder, welding operator, or tacker to work under this contract, the Contractor shall submit the names of the welders, welding operators, and tackers to be employed, and certification that each individual is qualified as specified. The certification shall state the type of welding and positions for which the welder, welding operator, or tacker is qualified, the code and procedure under which the individual is qualified, the date qualified, and the name of the firm and person certifying the qualification tests. The certification shall be kept on file, and 3 copies shall be furnished. The certification shall be kept current for the duration of the contract.

##### 1.6.3 Renewal of Qualification

Requalification of a welder or welding operator shall be required under any of the following conditions:

a. It has been more than 6 months since the welder or welding operator has used the specific welding process for which he is qualified.

b. There is specific reason to question the welder or welding operator's ability to make welds that meet the requirements of these specifications.

c. The welder or welding operator was qualified by an employer other than those firms performing work under this contract, and a qualification test has not been taken within the past 12 months. Records showing periods of employment, name of employer where welder, or welding operator, was last employed, and the process for which qualified shall be submitted as evidence of conformance.

d. A tacker who passes the qualification test shall be considered eligible to perform tack welding indefinitely in the positions and with the processes for which he is qualified, unless there is some specific reason to question the tacker's ability. In such a case, the tacker shall be required to pass the prescribed tack welding test.

#### 1.7 INSPECTOR QUALIFICATION

Inspection and nondestructive testing personnel shall be qualified in accordance with the requirements of ASNT-01 for Levels I or II in the applicable nondestructive testing method. The inspector may be supported by assistant welding inspectors who are not qualified to ASNT-01, and assistant inspectors may perform specific inspection functions under the supervision of the qualified inspector.

#### 1.8 SYMBOLS

Symbols shall be in accordance with AWS A2.4, unless otherwise indicated.

#### 1.9 SAFETY

Safety precautions during welding shall conform to AWS Z49.1.

### PART 2 PRODUCTS

#### 2.1 WELDING EQUIPMENT AND MATERIALS

All welding equipment, electrodes, welding wire, and fluxes shall be capable of producing satisfactory welds when used by a qualified welder or welding operator performing qualified welding procedures. All welding equipment and materials shall comply with the applicable requirements of AWS D1.1.

### PART 3 EXECUTION

#### 3.1 WELDING OPERATIONS

##### 3.1.1 Requirements

Workmanship and techniques for welded construction shall conform to the requirements of AWS D1.1 and AISC-04. When AWS D1.1 and the AISC-04 specification conflict, the requirements of AWS D1.1 shall govern.

### 3.1.2 Identification

Welds shall be identified in one of the following ways:

a. Written records shall be submitted to indicate the location of welds made by each welder, welding operator, or tacker.

b. Each welder, welding operator, or tacker shall be assigned a number, letter, or symbol to identify welds made by that individual. The Contracting Officer may require welders, welding operators, and tackers to apply their symbol next to the weld by means of rubber stamp, felt-tipped marker with waterproof ink, or other methods that do not cause an indentation in the metal. For seam welds, the identification mark shall be adjacent to the weld at 3 foot intervals. Identification with die stamps or electric etchers shall not be allowed.

### 3.1.3 Welding Process

The welding of the root bead shall be done by the gas tungsten-arc welding process using manual equipment; consumable filler of stainless steel shall be added manually. The remaining beads shall be desposited by the TIG and SMAW using an electrode of stainless steel.

### 3.1.4 Base Metal

The base metal shall conform to the specifications listed in Section IX ASME "Welding Qualifications" in Materials Group "P" Number 8.

### 3.1.5 Base Metal Thickness

Welding of stainless steel from 3/16" through 1-13/16" thickness.

### 3.1.6 Filler Metal

A. Filler metal for gas tungsten arc welding shall conform to ER316 of SA371.

B. Filler metal as per approved welding procedures.

### 3.1.7 Gas for Shielding Arc Welding

Welding grade Argon Gas shall be used for gas shielding for the gas tungsten-arc process used on the first pass. Torch gas flow rate shall be 20 to 25 C.F.H. and backing purge shall be 5 to 7 C.F.H.

### 3.1.8 Position

The welding shall be done in all positions.

### 3.1.9 Backing Strip

The welded joints shall not utilize a backing strip.

#### 3.1.10 Preheating and Temperature Control

No welding shall be done on materials to be joined when their temperature is below 40 degrees F until the material is heated to 70 degrees F.

#### 3.1.11 Postheating

Stress relief is not required by this specification. See Section III of ASME.

#### 3.1.12 Preparation of Base Metal

The edges or surfaces of the parts to be joined by welding shall be prepared by machining as shown on the attached sketches and must be cleaned of oil, or grease and excessive amounts of moisture, scale, or other foreign material.

#### 3.1.13 Nature of the Electric Current

Direct current straight polarity (electrode negative) for the gas tungsten-arc process shall be used on the first and second passes. Direct current reverse polarity (electrode positive) for gas metal-arc process shall be used on the remaining beads.

#### 3.1.14 Welding Technique

The welding techniques, such as filler wire sizes, and mean voltages and currents for each electrode shall be shown on welding procedure.

#### 3.1.15 Appearance of Welding Layers

The welding current and manner of depositing the weld metal shall be such that there shall be practically no undercutting of the sidewalls of the welding groove or the adjoining base metal.

#### 3.1.16 Cleaning

All slag remaining on any weld bead shall be removed before depositing the next successive bead.

#### 3.1.17 Defects

Any cracks or holes that appear on the surface of the welding beads shall be removed by chipping or grinding before depositing the next successive bead.

### 3.2 QUALITY CONTROL

Testing shall be done by an approved inspection or testing laboratory or technical consultant; or if approved, the Contractor's inspection and testing personnel may be used instead of the commercial inspection or



testing laboratory or technical consultant. The Contractor shall perform visual and radiographic, ultrasonic, and dye penetrant inspection to determine conformance with paragraph STANDARDS OF ACCEPTANCE. Procedures and techniques for inspection shall be in accordance with applicable requirements of AWS D1.1, except that in radiographic inspection only film types designated as "fine grain," or "extra fine," shall be employed.

### 3.3 STANDARDS OF ACCEPTANCE

Dimensional tolerances for welded construction, details of welds, and quality of welds shall be in accordance with the applicable requirements of AWS D1.1 and the contract drawings. Nondestructive testing shall be by visual inspection and radiographic, ultrasonic, magnetic particle, or dye penetrant methods. The minimum extent of nondestructive testing shall be random 10 percent of welds or joints, as indicated on the drawings.

#### 3.3.1 Nondestructive Examination

The welding shall be subject to inspection and tests in the mill, shop, and field. Inspection and tests in the mill or shop will not relieve the Contractor of the responsibility to furnish weldments of satisfactory quality. When materials or workmanship do not conform to the specification requirements, the Government reserves the right to reject material or workmanship or both at any time before final acceptance of the structure containing the weldment.

#### 3.3.2 Destructive Tests

When metallographic specimens are removed from any part of a structure, the Contractor shall make repairs. The Contractor shall employ qualified welders or welding operators, and shall use the proper joints and welding procedures, including peening or heat treatment if required, to develop the full strength of the members and joints cut and to relieve residual stress.

### 3.4 GOVERNMENT INSPECTION AND TESTING

In addition to the inspection and tests performed by the Contractor for quality control, the Government will perform inspection and testing for acceptance to the extent determined by the Contracting Officer. The costs of such inspection and testing will be borne by the Contractor if unsatisfactory welds are discovered, or by the Government if the welds are satisfactory. The work may be performed by the Government's own forces or under a separate contract for inspection and testing. The Government reserves the right to perform supplemental nondestructive and destructive tests to determine compliance with paragraph STANDARDS OF ACCEPTANCE.

### 3.5 CORRECTIONS AND REPAIRS

When inspection or testing indicates defects in the weld joints, the welds shall be repaired using a qualified welder or welding operator as applicable. Corrections shall be in accordance with the requirements of AWS D1.1 and the specifications. Defects shall be repaired in accordance with the approved procedures. Defects discovered between passes shall be repaired before additional weld material is deposited. Wherever a defect

is removed and repair by welding is not required, the affected area shall be blended into the surrounding surface to eliminate sharp notches, crevices, or corners. After a defect is thought to have been removed, and before rewelding, the area shall be examined by suitable methods to ensure that the defect has been eliminated. Repair welds shall meet the inspection requirements for the original welds. Any indication of a defect shall be regarded as a defect, unless reevaluation by nondestructive methods or by surface conditioning shows that no unacceptable defect is present.

-- End of Section --

## SECTION 05120

## STRUCTURAL STEEL

**09/97**

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

AISC ASD Manual	(1989) Manual of Steel Construction Allowable Stress Design
AISC ASD/LRFD Vol II	(1992) Manual of Steel Construction Vol II: Connections
AISC LRFD Vol II	(1995) Manual of Steel Construction Load & Resistance Factor Design, Vol II: Structural Members, Specifications & Codes

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 36/A 36M	(1997a) Carbon Structural Steel
ASTM A 53	(1999) Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
ASTM A 123/A 123M	(1997; Rev. A) Zinc (Hot-dipped Galvanized) Coatings on Iron and Steel Products
ASTM A 153/A 153M	(1995) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 307	(1997) Carbon Steel Bolts and Studs, 60 000 PSI Tensile Strength
ASTM A 325	(1997) Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength

ASTM A 490	(1997) Heat-Treated Steel Structural Bolts, 150 ksi Minimum Tensile Strength
ASTM A 500	(1999) Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
ASTM A 563	(1997) Carbon and Alloy Steel Nuts
ASTM A 780	(1993; Rev. A) Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
ASTM F 436	(1993) Hardened Steel Washers
ASTM F 844	(1998) Washers, Steel, Plain (Flat), Unhardened for General Use
ASTM F 959	(1999) Compressible-Washer-Type Direct Tension Indicators for Use with Structural Fasteners
AMERICAN WELDING SOCIETY (AWS)	
AWS A2.4	(1998) Standard Symbols for Welding, Brazing and Nondestructive Examination
AWS D1.1	(1998) Structural Welding Code - Steel
STEEL STRUCTURES PAINTING COUNCIL (SSPC)	
SSPC Paint 25	(1991) Red Iron Oxide, Zinc Oxide, Raw Linseed Oil and Alkyd Primer (without Lead and Chromate Pigments)

## 1.2 GENERAL REQUIREMENTS

Structural steel fabrication and erection shall be performed by an organization experienced in structural steel work of equivalent magnitude. The Contractor shall be responsible for correctness of detailing, fabrication, and for the correct fitting of structural members. Connections, for any part of the structure not shown on the contract drawings, shall be considered simple shear connections and shall be designed and detailed in accordance with pertinent provisions of AISC ASD Manual and AISC LRFD Vol II. Substitution of sections or modification of

connection details will not be accepted unless approved by the Contracting Officer. AISC ASD Manual and AISC ASD/LRFD Vol II shall govern the work. Welding shall be in accordance with AWS D1.1.

### 1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals not having a "GA" designation are for information only. When used, a designation following the "GA" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

#### SD-04 Drawings

Structural Steel; GA. .

Shop and erection details including members (with their connections) not shown on the contract drawings. Welds shall be indicated by standard welding symbols in accordance with AWS A2.4.

#### SD-08 Statements

Erection; GA.

Prior to erection, erection plan of the structural steel framing describing all necessary temporary supports, including the sequence of installation and removal.

Welding; GA.

WPS not prequalified.

Welding; FIO.

WPS prequalified.

#### SD-13 Certificates

Mill Test Reports; FIO.

Certified copies of mill test reports for structural steel, structural bolts, nuts, washers and other related structural steel items, including attesting that the structural steel furnished contains no less than 25 percent recycled scrap steel and meets the requirements specified, prior to the installation.

Welder Qualifications; FIO.

Certified copies of welder qualifications test records showing qualification in accordance with AWS D1.1.

Welding Inspector; FIO.

Welding Inspector qualifications.

Fabrication; FIO.

A copy of the AISC certificate indicating that the fabrication plant meets the specified structural steelwork category.

#### SD-14 Samples

Carbon Steel Bolts and Nuts; GA. Nuts Dimensional Style; GA. Washers; GA.

Random samples of bolts, nuts, and washers as delivered to the job site if requested, taken in the presence of the Contracting Officer and provided to the Contracting Officer for testing to establish compliance with specified requirements.

### 1.4 STORAGE

Material shall be stored out of contact with the ground in such manner and location as will minimize deterioration.

### 1.5 WELDING INSPECTOR

Welding Inspector qualifications shall be in accordance with AWS D1.1

## PART 2 PRODUCTS

### 2.1 STRUCTURAL STEEL

#### 2.1.1 Carbon Grade Steel

Carbon grade steel shall conform to ASTM A 36/A 36M.

### 2.2 STRUCTURAL TUBING

Structural tubing shall conform to ASTM A 500, Grade B.

### 2.3 STEEL PIPE

Steel pipe shall conform to ASTM A 53, Type E, Grade B.

### 2.4 CARBON STEEL BOLTS AND NUTS

Carbon steel bolts shall conform to ASTM A 307, Grade A with carbon steel nuts conforming to ASTM A 563, Grade A.

### 2.5 NUTS DIMENSIONAL STYLE

Carbon steel nuts shall be Hex style when used with ASTM A 307 bolts or Heavy Hex style when used with ASTM A 325 or ASTM A 490 bolts.

### 2.6 WASHERS

Plain washers shall conform to ASTM F 844. Other types, when required, shall conform to ASTM F 436 and ASTM F 959.

## 2.7 PAINT

Paint shall conform to SSPC Paint 25.

## 2.8 FABRICATION FINISHES

### 2.8.1 Galvanizing

Hot-dip galvanize items specified to be zinc-coated, after fabrication where practicable. Galvanizing: ASTM A 123/A 123M or ASTM A 153/A 153M, as applicable.

### 2.8.2 Galvanize

Galvanize all ferrous metal including structural steel, anchor bolts, grating fasteners, washers, and parts or devices necessary for proper installation, unless indicated otherwise.

### 2.8.3 Repair of Zinc-Coated Surfaces

Repair damaged surfaces with galvanizing repair method and paint conforming to ASTM A 780.

## PART 3 EXECUTION

### 3.1 FABRICATION

Fabrication shall be in accordance with the applicable provisions of AISC ASD Manual. Fabrication and assembly shall be done in the shop to the greatest extent possible. Structural steelwork, except surfaces of steel to be galvanized, encased in concrete, surfaces to be field welded, and surfaces to be fireproofed, shall be prepared for painting and primed with the specified paint.

### 3.2 ERECTION

- a: Erection of structural steel shall be in accordance with the applicable provisions of AISC ASD Manual.

#### 3.2.1 Structural Connections

Anchor bolts and other connections between the structural steel and foundations shall be provided and shall be properly located and built into connecting work. Field welded structural connections shall be completed before load is applied.

#### 3.2.2 Base Plates and Bearing Plates

Column base plates for columns and bearing plates for beams, girders, and similar members shall be provided. Base plates and bearing plates shall be provided with full bearing after the supported members have been plumbed and properly positioned, but prior to placing superimposed loads. Separate

setting plates under column base plates will not be permitted. The area under the plate shall be damp-packed solidly with bedding mortar, except where nonshrink grout is indicated on the drawings. Bedding mortar and grout shall be as specified in Section 03307 CONCRETE.

### 3.3 WELDING

The contractor shall develop and submit the Welding Procedure Specifications (WPS) for all welding, including welding done using prequalified procedures. Prequalified procedures may be submitted for information only; however, procedures that are not prequalified shall be submitted for approval.

-- End of Section --



## SECTION 05500

MISCELLANEOUS METAL  
**07/97**

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 53	(1996) Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
ASTM A 123	(1989a) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 153	(1995) Zinc Coating (Hot-dip) on Iron and Steel Hardware
ASTM A 653	(1996) Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
ASTM A 780	(1993; Rev. A) Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
ASTM A 924	(1996a) Steel Sheet, Metallic-Coated by the Hot-Dip Process

## AMERICAN WELDING SOCIETY (AWS)

AWS D1.1	(1996) Structural Welding Code - Steel
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## NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS (NAAMM)

NAAMM MBG 532	(1988) Heavy Duty Metal Bar Grating Manual
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## 1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

## SD-04 Drawings

## Miscellaneous Metal Items; GA.

Detail drawings indicating material thickness, type, grade, and class; dimensions; and construction details. Drawings shall include catalog cuts, erection details, manufacturer's descriptive data and installation instructions, and templates.

## 1.3 GENERAL REQUIREMENTS

The Contractor shall verify all measurements and shall take all field measurements necessary before fabrication. Welding to or on structural steel shall be in accordance with AWS D1.1. Items specified to be galvanized, when practicable and not indicated otherwise, shall be hot-dip galvanized after fabrication. Galvanizing shall be in accordance with ASTM A 123, ASTM A 653, or ASTM A 924, as applicable. Exposed fastenings shall be compatible materials, shall generally match in color and finish, and shall harmonize with the material to which fastenings are applied. Materials and parts necessary to complete each item, even though such work is not definitely shown or specified, shall be included. Poor matching of holes for fasteners shall be cause for rejection. Fastenings shall be concealed where practicable. Thickness of metal and details of assembly and supports shall provide strength and stiffness. Joints exposed to the weather shall be formed to exclude water.

## 1.4 DISSIMILAR MATERIALS

Where dissimilar metals are in contact, or where aluminum is in contact with concrete, mortar, masonry, wet or pressure-treated wood, or absorptive materials subject to wetting, the surfaces shall be protected with a coat of bituminous paint or asphalt varnish.

## 1.5 WORKMANSHIP

Miscellaneous metalwork shall be well formed to shape and size, with sharp lines and angles and true curves. Drilling and punching shall produce clean true lines and surfaces. Welding shall be continuous along the entire area of contact except where tack welding is permitted. Exposed connections of work in place shall not be tack welded. Exposed welds shall be ground smooth. Exposed surfaces of work in place shall have a smooth finish. Where tight fits are required, joints shall be milled. Corner joints shall be coped or mitered, well formed, and in true alignment. Work shall be accurately set to established lines and elevations and securely fastened in place. Installation shall be in accordance with manufacturer's installation instructions and approved drawings, cuts, and details.

## 1.6 ANCHORAGE

Anchorage shall be provided where necessary for fastening miscellaneous metal items securely in place. Anchorage not otherwise specified or indicated shall include slotted inserts made to engage with the anchors,

expansion shields, and power-driven fasteners when approved for concrete and machine and carriage bolts for steel.

#### 1.7 SHOP PAINTING

Surfaces of ferrous metal except galvanized surfaces, shall be cleaned and shop coated with the manufacturer's standard protective coating unless otherwise specified. Surfaces of items to be embedded in concrete shall not be painted. Items to be finish painted shall be prepared according to manufacturer's recommendations or as specified.

### PART 2 PRODUCTS

#### 2.1 ACCESS DOORS AND PANELS

Doors and panels shall be flush type unless otherwise indicated. Frames for access doors shall be fabricated of not lighter than 16 gauge steel with welded joints and finished with anchorage for securing into construction. Access doors shall be a minimum of 14 by 20 inches and of not lighter than 14 gauge steel, with stiffened edges, complete with attachments. Access doors shall be hinged to frame and provided with a flush face, screw driver operated latch. Exposed metal surfaces shall have a baked enamel finish.

#### 2.2 PIPE GUARDS

Pipe guards shall be heavy duty steel pipe conforming to ASTM A 53, Type E or S, weight STD, black finish.

#### 2.3 FABRICATION FINISHES

##### 2.3.1 Galvanizing

Hot-dip galvanize items specified to be zinc-coated, after fabrication where practicable. Galvanizing: ASTM A 123/A 123M or ASTM A 153/A 153M, as applicable.

##### 2.3.2 Galvanize

Anchor bolts, grating fasteners, washers, and parts or devices necessary for proper installation, unless indicated otherwise.

##### 2.3.3 Repair of Zinc-Coated Surfaces

Repair damaged surfaces with galvanizing repair method and paint conforming to ASTM A 780.

#### 2.4 GRATINGS AND FRAMES

Carbon steel grating shall be designed in accordance with NAAMM MBG 532 to meet the indicated load requirements. Edges shall be banded with bars 1/4 inch less in height than bearing bars for grating sizes above 3/4 inch. Banding bars shall be flush with the top of bearing grating. Frames shall be of welded steel construction finished to match the grating. Gratings

and frames shall be galvanized after fabrication.

## 2.5 HANDRAILS

Handrails shall be designed to resist a concentrated load of 200 pounds in any direction at any point of the top of the rail or 20 pounds per foot applied horizontally to top of the rail, whichever is more severe.

### 2.5.1 Steel Handrails, Including Carbon Steel Inserts

Steel handrails, including inserts in concrete, shall be steel pipe conforming to ASTM A 53 or Type 316L stainless steel, as indicated. Steel railings shall be 1-1/2 inch nominal size. Nonstainless steel railings shall be hot-dip galvanized. Pipe collars shall be hot-dip galvanized steel or stainless steel, as indicated.

- a. Joint posts, rail, and corners shall be fabricated by one of the following methods:

- (1) Flush type rail fittings of commercial standard, welded and ground smooth with railing splice locks secured with 3/8 inch hexagonal recessed-head setscrews.

- (2) Mitered and welded joints by fitting post to top rail and intermediate rail to post, mitering corners, groove welding joints, and grinding smooth. Railing splices shall be butted and reinforced by a tight fitting interior sleeve not less than 6 inches long.

- (3) Railings may be bent at corners in lieu of jointing, provided bends are made in suitable jigs and the pipe is not crushed.

- b. Removable sections, toe-boards, and brackets shall be provided as indicated.

## 2.6 MISCELLANEOUS

Miscellaneous plates and shapes for items that do not form a part of the structural steel framework, such as miscellaneous mountings and frames, shall be provided to complete the work.

## PART 3 EXECUTION

### 3.1 GENERAL INSTALLATION REQUIREMENTS

All items shall be installed at the locations shown and according to the manufacturer's recommendations. Items listed below require additional procedures as specified.

### 3.2 INSTALLATION OF PIPE GUARDS

Pipe guards shall be set vertically in concrete piers. Piers shall be constructed of, and the hollow cores of the pipe filled with, concrete specified in SECTION 03307 CAST-IN-PLACE STRUCTURAL CONCRETE.

### 3.3 ATTACHMENT OF HANDRAILS

Splices, where required, shall be made at expansion joints. Removable sections shall be installed as indicated.

#### 3.3.1 Installation of Steel Handrails

Installation shall be in pipe sleeves embedded in concrete and filled with non-shrink grout.

### 3.4 TRENCH FRAMES AND COVERS

Trench frames and covers shall finish flush with the floor.

-- End of Section --

## SECTION 07132

BITUMINOUS WATERPROOFING  
09/98

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 41	(1994) Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing
ASTM D 173	(1997) Bitumen-Saturated Cotton Fabrics Used in Roofing and Waterproofing
ASTM D 449	(1989; R 1994) Asphalt Used in Dampproofing and Waterproofing
ASTM D 1327	(1997) Bitumen-Saturated Woven Burlap Fabrics Used in Roofing and Waterproofing
ASTM D 1668	(1995) Glass Fabrics (Woven and Treated) for Roofing and Waterproofing
ASTM D 4586	(1993) Asphalt Roof Cement, Asbestos Free

## 1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

## SD-01 Data

Reinforcing Fabric; FIO.

Manufacturer's data including technical information which indicates full compliance with this section.

## SD-06 Instructions

Application; FIO.

Manufacturer's installation instructions, before delivery of materials to the site. Instructions shall specify acceptable range of asphalt

application temperatures and the maximum temperature for holding asphalt in a heated condition.

#### SD-13 Certificates

Materials; FIO.

Certificates from manufacturer attesting that asphalt manufactured and shipped to jobsite meets the specified requirements.

### 1.3 QUALIFICATIONS

Work shall be performed by skilled laborers thoroughly experienced in the type of bituminous waterproofing work specified to meet the requirements of the contract.

### 1.4 DELIVERY, STORAGE AND HANDLING

Waterproofing materials shall be delivered to the project site in the original sealed containers bearing the name of the manufacturer, contents and brand name. Asphalt shall be protected from freezing in a weathertight enclosure. Reinforcement fabrics shall be protected from moisture damage and moisture absorption in a weathertight enclosure or shall be stored off the ground on pallets, and covered on top and all sides with breathable-type canvas tarpaulins. Plastic sheets cause condensation buildup and therefore shall not be used to cover waterproofing materials. Damaged or deteriorated materials shall be removed from project site.

## PART 2 PRODUCTS

### 2.1 ASPHALT WATERPROOFING

#### 2.1.1 Primer

Primer for hot-applied asphalt waterproofing shall conform to ASTM D 41, asbestos-free, non-fibrated, manufactured with highly ductile soft asphalts and selected hydrocarbons.

#### 2.1.2 Above-Grade Hot-Applied Asphalt

For above-grade applications where asphalt will not be exposed to temperatures exceeding 122 degrees F, hot-applied asphalt for membrane waterproofing system shall conform to ASTM D 449, Type II. For above-grade applications where asphalt will be exposed to sunlight and temperatures exceeding 122 degrees F, hot-applied asphalt shall conform to ASTM D 449, Type III.

#### 2.1.3 Below-Grade Hot-Applied Asphalt

Hot-applied asphalt for below-grade applications shall conform to ASTM D 449, Type I, asbestos-free, manufactured from crude petroleum, suitable for use with membrane waterproofing systems.

#### 2.1.4 Reinforcement Fabrics

#### 2.1.4.1 Cotton Fabrics

Cotton fabrics shall be woven entirely of cotton conforming with ASTM D 173, thoroughly and uniformly saturated with asphalt.

#### 2.1.4.2 Woven Burlap Fabrics

Woven burlap fabrics shall be composed of 100 percent jute fiber and two cotton threads at each selvage conforming with ASTM D 1327, thoroughly and uniformly saturated with asphalt. The fabric mesh shall not be completely closed or sealed by the process of saturation. Sufficient porosity shall be maintained to allow successive moppings of the plying asphalt to seep through. The surface shall not be coated or covered with talc or any other substances that will interfere with the adhesion between fabric and plying asphalt. The fabric surface shall be uniformly smooth and free of irregularities, folds and knots. The finished woven burlap fabrics shall be free of ragged edges, untrue edges, breaks or cracks, and other visible external defects.

#### 2.1.4.3 Glass Fabrics

Glass fabrics shall conform to ASTM D 1668 Type I, asphalt-treated woven glass waterproofing fabrics coated with asphalt.

#### 2.1.5 Flashing Cement

Flashing cement shall conform to ASTM D 4586, Type I, trowel grade, asbestos free, manufactured from asphalts characterized as adhesive, healing and ductile.

### PART 3 EXECUTION

#### 3.1 SURFACE PREPARATION

Surfaces scheduled for bituminous waterproofing shall be prepared in accordance with waterproofing manufacturer's recommendations. Surface preparation shall be approved prior to waterproofing application.

##### 3.1.1 Protection of Surrounding Areas

Before starting the waterproofing work, the surrounding areas and surfaces shall be protected from spillage and migration of asphalt onto other work. Drains and conductors shall be protected from clogging with asphalt.

##### 3.1.2 Masonry Surfaces

Surfaces shall be free of oil, grease, dirt, laitance, loose material, frost, debris and other contaminants. Mortar joints shall be flush and free of extraneous mortar and chipped or broken masonry.

##### 3.1.3 Concrete Surfaces

Surfaces shall be properly cured, free of form release agents, oil, grease,



dirt, laitance, loose material, frost, debris and other contaminants. Form ties shall be cut flush with surface. Sharp protrusions and form match lines shall be removed. Holes, voids, spalled areas and cracks which can damage waterproofing materials shall be repaired. Rough surfaces shall be parged with a well-adhering coat of cement mortar.

#### 3.1.4 Metal Surfaces

Surfaces shall be dry and be free of rust, scale, loose paint, oil, grease, dirt, frost and debris.

### 3.2 HOT-APPLIED ASPHALT WATERPROOFING

Asphalt waterproofing shall be applied when the ambient temperature is 40 degrees F or above. Heating kettles and tanks shall be provided with automatic thermostatic control capable of maintaining asphalt temperature. Controls shall be calibrated and maintained in working order for duration of work. At time of application, asphalt shall not be heated above the equiviscous temperature (EVT) recommended by manufacturer. Immediately before use, temperature shall be measured with a portable thermometer at the point of application. EVT and flashpoint temperatures of asphalt in kettle shall be conspicuously posted on kettle. Asphalt with a temperature not conforming to the manufacturer's recommendations shall be returned to the kettle. Asphalt overheated by more than 50 degrees F for more than 1 hour shall be removed from site.

#### 3.2.1 Below-Grade Wall Waterproofing

Waterproofing for foundation walls shall consist of a 1-ply hot-applied asphalt membrane system. Fabrics shall be installed using the "shingle" method. Joints shall be caulked prior to primer applications. Primer shall be applied at a rate of 1/2 gallon per 100 square feet. Fabrics shall be overlapped at ends and staggered a minimum 10 inch for 1-ply system. End-to-end taping is not acceptable. Each fabric shall be firmly embedded into a solid uniform coating of hot asphalt at a rate of 20 pounds per 100 square feet by pressing with broom. Fabrics shall not touch fabrics. Hot asphalt shall penetrate each fabric to provide the required adhesion. Asphalt between fabrics shall not be excessive to prevent slippage. Waterproofing system consisting of two or more fabrics shall be provided with fabric reinforcement at corners, angles, over construction joints, and in locations where waterproofing fabrics are subject to unusual stress.

### 3.3 CLEAN-UP

Surfaces of other work which are stained with waterproofing materials shall be cleaned with a cleaner recommended by waterproofing manufacturer.

### 3.4 PROTECTION OF COMPLETED WORK

#### 3.4.1 Floor Waterproofing

The completed waterproofing work shall be protected from damage during and after construction. Protective covering shall be placed immediately before

proceeding with the work which will conceal the waterproofing.

#### 3.4.2 Wall Waterproofing

Waterproofing against which backfill is to be placed shall be protected with a single layer of insulation board. Insulation boards shall be pressed into the final mopping while the asphalt is still hot, with edges of boards placed into moderate contact and joints staggered. For two-layer installation, joints in second layer shall be staggered over joints in first layer. Where surfaced insulation board is used, the surfaced side shall face outward. Boards shall be carefully and neatly fitted around projections, and shall cover the entire surface of the waterproofing materials. Waterproofing system not covered with protection boards shall be protected to prevent damage from subsequent building operations. Installed boards shall not remain exposed at the end of a work day.

-- End of Section --

## SECTION 09900

PAINTING, GENERAL  
07/92

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## AMERICAN CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS (ACGIH)

ACGIH-02 (1996) Threshold Limit Values for Chemical Substances and Physical Agents and Biological Exposure Indices

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 4258 (1988; R 1992) Surface Cleaning Concrete for Coating

## FEDERAL SPECIFICATIONS (FS)

FS TT-E-2784 (Rev A) Enamel (Acrylic-Emulsion, Exterior Gloss and Semigloss) (Metric)

## STEEL STRUCTURES PAINTING COUNCIL (SSPC)

SSPC Paint 20 (1991) Zinc-Rich Primers (Type I - Inorganic and Type II - Organic)

SSPC SP 1 (1982) Solvent Cleaning

SSPC SP 2 (1995) Hand Tool Cleaning

SSPC SP 3 (1995) Power Tool Cleaning

SSPC SP 7 (1994) Brush-Off Blast Cleaning

## 1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

SD-01 Data

Paint; GA.

The names, quantity represented, and intended use for the proprietary brands of materials proposed to be substituted for the specified materials regardless of quantities in states where VOC content limitations apply.

#### SD-06 Instructions

Mixing and Thinning; FIO. Application; FIO.

Manufacturer's current printed product description, material safety data sheets (MSDS) and technical data sheets for each coating system. Detailed mixing, thinning and application instructions, minimum and maximum application temperature, and curing and drying times between coats for epoxy, moisture-curing polyurethane, and liquid glaze coatings. Detailed application instructions for textured coatings shall be provided.

#### SD-09 Reports

Paint; FIO.

A statement as to the quantity represented and the intended use, plus the following test report for batches in excess of 50 gallons:

- a. A test report showing that the proposed batch to be used meets specified requirements:
- b. A test report showing that a previous batch of the same formulation as the batch to be used met specified requirements, plus, on the proposed batch to be used, a report of test results for properties of weight per gallon, viscosity, fineness of grind, drying time, color, and gloss.

#### SD-13 Certificates

Lead; FIO. Mildewcide and Insecticide; FIO. Volatile Organic Compound (VOC) Content; FIO.

Certificate stating that paints for interior use contain no mercurial mildewcide or insecticide. Certificate stating that paints proposed for use contain not more than 0.06 percent lead by weight of the total nonvolatile. Certificate stating that paints proposed for use meet Federal VOC regulations and those of the of the local Air Pollution Control Districts having jurisdiction over the geographical area in which the project is located.

### 1.3 PACKAGING, LABELING, AND STORING

Paints shall be in sealed containers that legibly show the designated name, formula or specification number, batch number, color, quantity, date of manufacture, manufacturer's formulation number, manufacturer's directions including any warnings and special precautions, and name of manufacturer. Pigmented paints shall be furnished in containers not larger than 5 gallons.

Paints and thinner shall be stored in accordance with the manufacturer's written directions and as a minimum stored off the ground, under cover, with sufficient ventilation to prevent the buildup of flammable vapors and

at temperatures between 40 and 95 degrees F. Paints shall be stored on the project site or segregated at the source of supply sufficiently in advance of need to allow 30 days for testing.

#### 1.4 APPROVAL OF MATERIALS

When samples are tested, approval of materials will be based on tests of the samples; otherwise, materials will be approved based on test reports furnished with them. If materials are approved based on test reports furnished, samples will be retained by the Government for testing should the materials appear defective during or after application. In addition to any other remedies under the contract the cost of retesting defective materials will be at the Contractor's expense.

#### 1.5 ENVIRONMENTAL CONDITIONS

Unless otherwise recommended by the paint manufacturer, the ambient temperature shall be between 45 and 95 degrees F when applying coatings other than water-thinned, epoxy, and moisture-curing polyurethane coatings.

Water-thinned coatings shall be applied only when ambient temperature is between 50 and 90 degrees F. Epoxy, and moisture-curing polyurethane coatings shall be applied only within the minimum and maximum temperatures recommended by the coating manufacturer. Moisture-curing polyurethane shall not be applied when the relative humidity is below 30 percent.

#### 1.6 SAFETY AND HEALTH

Work shall comply with applicable Federal, State, and local laws and regulations, and with the ACCIDENT PREVENTION PLAN, including the Activity Hazard Analysis as specified in the CONTRACT CLAUSES. The Activity Hazard Analysis shall include analyses of the potential impact of painting operations on painting personnel and on others involved in and adjacent to the work zone.

##### 1.6.1 Worker Exposures

Exposure of workers to hazardous chemical substances shall not exceed limits established by ACGIH-02, or as required by a more stringent applicable regulation.

##### 1.6.2 Toxic Compounds

Toxic products having ineffective physiological warning properties, such as no or low odor or irritation levels, shall not be used unless approved by the Contracting Officer.

##### 1.6.3 Training

Workers having access to an affected work area shall be informed of the contents of the applicable material data safety sheets (MDSS) and shall be informed of potential health and safety hazard and protective controls associated with materials used on the project. An affected work area is one which may receive mists and odors from the painting operations. Workers involved in preparation, painting and clean-up shall be trained in

the safe handling and application, and the exposure limit, for each material which the worker will use in the project. Personnel having a need to use respirators and masks shall be instructed in the use and maintenance of such equipment.

#### 1.6.4 Coordination

Work shall be coordinated to minimize exposure of building occupants, other Contractor personnel, and visitors to mists and odors from preparation, painting and clean-up operations.

### PART 2 PRODUCTS

#### 2.1 PAINT

The term "paint" as used herein includes emulsions, enamels, paints, stains, varnishes, sealers, cement-emulsion filler, and other coatings, whether used as prime, intermediate, or finish coat. Paint shall conform to the requirements listed in the painting schedules at the end of this section, except when the required amount of a material of a particular batch is 50 gallons or less, an approved first-line proprietary paint material with similar intended formulation, usage and color to that specified may be used. Additional requirements are as follows:

##### 2.1.1 Colors and Tints

Colors shall be as selected from manufacturer's standard colors, as indicated. Manufacturer's standard color is for identification of color only. Tinting of epoxy and urethane paints shall be done by the manufacturer. Stains shall conform in shade to manufacturer's standard color. The color of the undercoats shall vary slightly from the color of the next coat.

##### 2.1.2 Lead

Paints containing lead in excess of 0.06 percent by weight of the total nonvolatile content (calculated as lead metal) shall not be used.

##### 2.1.3 Chromium

Paints containing zinc chromate or strontium chromate pigments shall not be used.

##### 2.1.4 Volatile Organic Compound (VOC) Content

Paints shall comply with applicable federal, state and local laws enacted to insure compliance with Federal Clean Air Standards and shall conform to the restrictions of the local air pollution control authority.

### PART 3 EXECUTION

#### 3.1 PROTECTION OF AREAS NOT TO BE PAINTED

Items not to be painted which are in contact with or adjacent to painted

surfaces shall be removed or protected prior to surface preparation and painting operations. Items removed prior to painting shall be replaced when painting is completed. Following completion of painting, workmen skilled in the trades involved shall reinstall removed items. Surfaces contaminated by coating materials shall be restored to original condition.

### 3.2 SURFACE PREPARATION

Surfaces to be painted shall be clean and free of foreign matter before application of paint or surface treatments. Oil and grease shall be removed prior to mechanical cleaning. Cleaning shall be programmed so that dust and other contaminants will not fall on wet, newly painted surfaces. Exposed ferrous metals such as nail heads on or in contact with surfaces to be painted with water-thinned paints, shall be spot-primed with a suitable corrosion-inhibitive primer capable of preventing flash rusting and compatible with the coating specified for the adjacent areas.

#### 3.2.1 Concrete

Concrete, stucco and masonry surfaces shall be allowed to dry at least 30 days before painting, except concrete slab on grade which shall be allowed to cure 90 days before painting. Surfaces shall be cleaned in accordance with ASTM D 4258. Glaze, efflorescence, laitance, dirt, grease, oil, asphalt, surface deposits of free iron and other foreign matter shall be removed prior to painting. Surfaces to receive polyurethane or epoxy coatings shall be acid-etched or mechanically abraded as specified by the coating manufacturer, rinsed with water, allowed to dry, and treated with the manufacturer's recommended conditioner prior to application of the first coat.

#### 3.2.2 Ferrous Surfaces

Ferrous surfaces including those that have been shop-coated, shall be solvent-cleaned or detergent-washed in accordance with SSPC SP 1. Surfaces that contain loose rust, loose mill scale, and other foreign substances shall be cleaned mechanically with hand tools according to SSPC SP 2, power tools according to SSPC SP 3 or by sandblasting according to SSPC SP 7. Shop-coated ferrous surfaces shall be protected from corrosion by treating and touching up corroded areas immediately upon detection.

#### 3.2.3 Nonferrous Metallic Surfaces

Galvanized, aluminum and aluminum-alloy, lead, copper, and other nonferrous metal surfaces shall be solvent-cleaned or detergent-washed in accordance with SSPC SP 1.

### 3.3 MIXING AND THINNING

When thinning is approved as necessary to suit surface, temperature, weather conditions, or application methods, paints may be thinned in accordance with the manufacturer's directions. When thinning is allowed, paints shall be thinned immediately prior to application with not more than 1 pint of suitable thinner per gallon. The use of thinner shall not relieve the Contractor from obtaining complete hiding, full film thickness,

or required gloss. Thinning shall not cause the paint to exceed limits on volatile organic compounds. Paints of different manufacturers shall not be mixed.

#### 3.3.1 Cement-Emulsion Filler Coat

Cement and aggregate shall be dry-mixed so that uniform distribution and intermixing are obtained. Mixing liquid and one-half of the total amount of water shall be premixed and added gradually to the white portland cement and aggregate with constant stirring until a thick, smooth material is obtained. Emulsion paint shall then be added to the mixture and stirred until uniformity is obtained. The blend shall have a thick, creamy consistency. The remainder of the water shall be added if necessary to obtain a material with adequate application properties. Blending resin emulsion or emulsion paint with any other component shall be done with caution; too rapid an agitation will cause air entrapment and foaming.

#### 3.3.2 Two-Component Systems

Two-component systems shall be mixed in accordance with manufacturer's instructions. Any thinning of the first coat to ensure proper penetration and sealing shall be as recommended by the manufacturer for each type of substrate.

### 3.4 APPLICATION

Painting practices shall comply with applicable federal, state and local laws enacted to insure compliance with Federal Clean Air Standards. Unless otherwise specified or recommended by the paint manufacturer, paint may be applied by brush, roller, or spray. At the time of application, paint shall show no signs of deterioration. Uniform suspension of pigments shall be maintained during application. Each coat of paint shall be applied so dry film shall be of uniform thickness and free from runs, drops, ridges, waves, pinholes or other voids, laps, brush marks, and variations in color, texture, and finish. Hiding shall be complete. Rollers for applying paints and enamels shall be of a type designed for the coating to be applied and the surface to be coated. Special attention shall be given to insure that all edges, corners, crevices, welds, and rivets receive a film thickness equal to that of adjacent painted surfaces. Paints, except water-thinned types, shall be applied only to surfaces that are completely free of moisture as determined by sight or touch.

#### 3.4.1 Respirators

Operators and personnel in the vicinity of operating paint sprayers shall wear respirators.

#### 3.4.2 Timing

Surfaces that have been cleaned, pretreated, and otherwise prepared for painting shall be given a coat of the specified first coat as soon as practical after such pretreatment has been completed, but prior to any deterioration of the prepared surface. Sufficient time shall elapse between successive coats to permit proper drying. This period shall be



modified as necessary to suit weather conditions. Oil-based or oleoresinous solvent-type paints shall be considered dry for recoating when the paint feels firm, does not deform or feel sticky under moderate pressure of the thumb, and the application of another coat of paint does not cause the undercoat to lift or lose adhesion. Manufacturer's instructions for application, curing and drying time between coats of two-component systems shall be followed.

#### 3.4.3 Ferrous-Metal Primer

Primer for ferrous-metal shall be applied to ferrous surfaces to receive paint other than asphalt varnish prior to deterioration of the prepared surface. The semitransparent film applied to some pipes and tubing at the mill is not to be considered a shop coat, but shall be overcoated with the specified ferrous-metal primer prior to application of finish coats.

#### 3.5 PIPE COLOR CODE MARKING

Pipes in exposed areas and in accessible pipe spaces shall be provided with color band and titles adjacent to all valves, except those provided at plumbing fixtures, at not more than 40 foot spacing on straight pipe runs, adjacent to change in direction, and on both sides where pipes pass through walls or floors. Color code marking shall be of the color listed in TABLE I and the size listed in TABLE II. The arrows shall be installed adjacent to each band to indicate the direction of flow in the pipe. The legends shall be printed in upper-case black letters as listed in TABLE I. Letter sizes shall be as listed in TABLE II. Marking shall be painted or applied using colored, pressure-sensitive adhesive markers of standard manufacture. Paint shall be as specified for insulated and uninsulated piping.

TABLE I. COLOR CODES FOR MARKING PIPE

Material	Band	Letters and Arrow*	Legend
Cold water (potable) WATER	Green	White	POTABLE
Fire protection water WATER	Red	White	FIRE PR.
Hot water (domestic)	Green	White	H.W.
Hot water recirculating (domestic)	Green	White	H.W.R.
High temp. water supply	Yellow	Black	H.T.W.S.
High temp. water return	Yellow	Black	H.T.W.R.
Boiler feed water	Yellow	Black	B.F.
Low temp. water supply (heating)	Yellow	Black	L.T.W.S.
Low temp. water return (heating)	Yellow	Black	L.T.W.R.
Condenser water supply	Green	White	COND. W.S.
Condenser water return	Green	White	COND. W.R.
Chilled water supply	Green	White	C.H.W.S.
Chilled water return	Green	White	C.H.W.R.
Treated water	Yellow	Black	TR. WATER
Chemical feed	Yellow	Black	CH. FEED
Compressed air	Yellow	Black	COMP. AIR
Natural gas	Blue	White	NAT. GAS

TABLE I. COLOR CODES FOR MARKING PIPE

Material	Band	Letters and Arrow*	Legend
Freon	Blue	White	FREON
Fuel oil	Yellow	Black	FUEL OIL
Steam	Yellow	Black	STM.
Condensate	Yellow	Black	COND.

TABLE II. COLOR CODE MARKING SIZES

Outside Diameter of Pipe Covering (Inches)	Length of Color Band (inches)	Arrow Length x Width (Inches)	Size of Legend Letters and Numerals (Inches)
Less than 1-1/2	8	8 x 2-1/4	1/2
1-1/2 to 2-3/8	8	8 x 2-1/4	3/4
2-1/2 to 7-7/8	12	8 x 2-1/4	1-1/4
8 to 10	24	12 x 4-1/2	2-1/2
Over 10	32	12 x 4-1/2	3-1/2

### 3.6 MISCELLANEOUS PAINTING

#### 3.6.1 Lettering

Lettering shall be provided as scheduled on the drawings, shall be block type, and shall be black enamel on a white background. Samples shall be approved before application.

### 3.7 SURFACES TO BE PAINTED

Surfaces listed in the painting schedules at the end of this section, other than those listed in paragraph SURFACES NOT TO BE PAINTED, shall be painted as scheduled.

### 3.8 SURFACES NOT TO BE PAINTED

Surfaces in the following areas shall not to be painted: Hot dipped Galvanized excludes bolts. In addition, surfaces of hardware, fittings, and other factory finished items shall not be painted.

### 3.9 CLEANING

Cloths, cotton waste and other debris that might constitute a fire hazard shall be placed in closed metal containers and removed at the end of each day. Upon completion of the work, staging, scaffolding, and containers shall be removed from the site or destroyed in an approved manner. Paint and other deposits on adjacent surfaces shall be removed and the entire job left clean and acceptable.

### 3.10 PAINTING SCHEDULES

The following painting schedules identify the surfaces to be painted and prescribe the paint to be used and the number of coats of paint to be applied. Contractor options are indicated by -----or----- between optional systems or coats.

## EXTERIOR PAINTING SCHEDULE

<u>Surfac</u>	<u>First Coa</u>	<u>Second Coa</u>	<u>Third Coat</u>
<hr/>			
Concrete, unless otherwise specified.	FS TT-E-2784 Type III	FS TT-E-2784 Type III	None
<hr/>			
Ferrous metal: subject to high temperature, up to 232 degrees C (450 degrees F).	SSPC Paint 20 Type I	None	None
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-- End of Section --

## SECTION 11211

PUMPS: WATER, CENTRIFUGAL  
12/88

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 123	(1989a) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 153	(1996) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 307	(1994) Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength

## AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)

ASME B1.1	(1989) Unified Inch Screw Threads (UN and UNR Thread Form)
ASME B16.1	(1989) Cast Iron Pipe Flanges and Flanged Fittings
ASME B16.5	(1988; Errata Oct 1988; B16.5a) Pipe Flanges and Flanged Fittings

## HYDRAULIC INSTITUTE (HI)

HI-01	(1983) Standards for Centrifugal, Rotary & Reciprocating Pumps
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## NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA MG 1	(1993; Rev 1; Rev 2; Rev 3) Motors and Generators
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## NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70	(1996; Errata 96-4) National Electrical Code
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## STEEL STRUCTURES PAINTING COUNCIL (SSPC)

SSPC Paint 21	(1991) White or Colored Silicone Alkyd Paint
SSPC Paint 25	(1991) Red Iron Oxide, Zinc Oxide, Raw Linseed Oil and Alkyd Primer (Without Lead and Chromate Pigments)

## 1.2 GENERAL REQUIREMENTS

### 1.2.1 Standard Products

Material and equipment shall be the standard products of a manufacturer regularly engaged in the manufacture of such products and shall essentially duplicate equipment that has been in satisfactory waterworks operation at least 2 years prior to bid opening. Equipment shall be supported by a service organization that is, in the opinion of the Contracting Officer, reasonably convenient to the jobsite. Pumps and motors of the same types shall each be the product of one manufacturer.

### 1.2.2 Description

The pumps shall be horizontal, end-suction, Mag-Drive centrifugal water pumps (ANSIMAG KF6410 or equal) with a 25 gallon capacity self-priming chamber. The single driving units for the pumps shall be electric motors as indicated and specified.

### 1.2.3 Safety Requirements

Gears, couplings, projecting set-screws, keys, and other rotating parts, so located that any person can come in close proximity thereto, shall be fully enclosed or properly guarded.

### 1.2.4 Nameplates

Pumps and motors shall have a standard nameplate securely affixed in a conspicuous place showing the manufacturer's name, address, type or style, model, serial number, and catalog number. In addition, the nameplate for each pump shall show the capacity in gpm at rated speed in rpm and head in feet of water. Nameplate for each electric motor shall show at least the minimum information required by 10.38 NEMA MG 1. Such other information as the manufacturer may consider necessary to complete identification shall be shown on the nameplate.

### 1.2.5 Electrical Work

Electrical motor driven equipment specified herein shall be provided complete with motors, motor starters, and controls. Electric equipment and wiring shall be in accordance with Section 16415 ELECTRICAL WORK, INTERIOR.

Electrical characteristics shall be as indicated. Motor starters shall be provided complete with properly sized thermal overload protection in each phase and other appurtenances necessary for the motor control specified. Each motor shall be of sufficient capacity to drive the equipment at the specified capacity without exceeding the nameplate rating of the motor when operating at proper electrical system voltage and frequency. Manual or

automatic control and protective or signal devices required for the operation herein specified and any control wiring required for controls and devices but not shown on electrical plans shall be provided under this section of the specifications.

#### 1.2.6 Selection Criteria

Pumps shall be designed using hydraulic criteria based upon actual model developmental test data. Pumps shall be selected at a point within the maximum efficiency for a given impeller casing combination. Deviations within 3 percent of maximum efficiency are permissible, provided the lesser efficiency is not less than the scheduled efficiency. Pumps having impeller diameters larger than 90 percent of the published maximum diameter of the casing or less than 15 percent larger than the published minimum diameter of the casing will be rejected. Acceptable maximum impeller diameter calculations shall not be based on percentage of impeller diameter range for a given casing.

#### 1.2.7 Conformance With Agency Requirements

Where materials or equipment are specified to be an approved type, the seal or label of approval from a nationally recognized testing agency, adequately equipped and competent to perform such services, shall be attached thereto. A written certificate from the testing agency shall accompany the materials or equipment and shall be submitted to the Contracting Officer stating that the items have been tested and that they conform to the applicable requirements of the specifications and to the standards listed herein. The certificate shall indicate the methods of testing used by the testing agency. In lieu of a certificate from a testing agency, published catalog specification data, accompanied by the manufacturer's certified statement to the effect that the items are in accordance with the applicable requirements of the specifications and the referenced standards, will be considered by the Contracting Officer and may be acceptable as evidence that the items conform with agency requirements.

#### 1.2.8 Verification of Dimensions

The Contractor shall become familiar with all details of the work, verify all dimensions in the field and shall advise the Contracting Officer of any discrepancy before performing the work.

#### 1.2.9 Factory Tests

Pumps shall be tested by the manufacturer or a nationally recognized testing agency in compliance with Hydraulic Institute Standards. Where two or more identical pumps are specified, only one representative pump shall be tested. Certified test results shall be submitted to the Contracting Officer.

#### 1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL

## PROCEDURES:

## SD-01 Data

Materials and Equipment; GA.

Manufacturer's descriptive data and technical literature, performance charts and curves for all impeller sizes for a given casing, catalog cuts, and installation instructions. Spare parts data for each different item of material and equipment specified, after approval of the detail drawings and not later than 2 months prior to the date of beneficial occupancy. Data shall include a complete list of parts and supplies, with current unit prices and source of supply.

## SD-04 Drawings

Centrifugal Pump System; GA.

A complete listing of equipment and materials. Drawings containing complete wiring and schematic diagrams and any other details required to demonstrate that the system has been coordinated and will properly function as a unit. Drawings shall show proposed layout and anchorage of equipment and appurtenances, and equipment relationship to other parts of the work including clearances for maintenance and operation.

## SD-06 Instructions

Centrifugal Pump System; GA.

Proposed diagrams, instructions, and other sheets, prior to posting. Approved wiring and control diagrams showing the complete layout of the entire system, including equipment, piping valves, and control sequence, framed under glass or in approved laminated plastic, shall be posted where directed. Condensed operating instructions explaining preventive maintenance procedures, methods of checking the system for normal safe operation, and procedures for safely starting and stopping the system shall be prepared in typed form, framed as specified above for the wiring and control diagrams, and posted beside the diagrams. The framed instructions shall be posted before acceptance testing of the systems.

Training; GA.

Training course curriculum and training instructions shall be furnished to the Contracting Officer 14 days prior to the start of training.

## SD-09 Reports

Tests; GA.

Test reports in booklet form showing all field tests performed to adjust each component and all field tests performed to prove compliance with the specified performance criteria, upon completion and testing of the installed system. Each test report shall indicate the final position of controls.

## SD-13 Certificates

Manufacturer's Field Representative; GA.

The names and qualifications of the manufacturer's representative and training engineers and written certification from the manufacturer that the representative and trainers are technically qualified.

## SD-19 Operation and Maintenance Manuals

Centrifugal Pump System; GA.

Six complete sets of instructions containing the manufacturer's operating and maintenance instructions for each piece of equipment. One complete set at the time the tests procedure is submitted; remaining sets before the contract is completed. Each set shall be permanently bound and shall have a hard cover. The following identification shall be inscribed on the covers: the words "OPERATING AND MAINTENANCE INSTRUCTIONS," name and location of the building, name of the Contractor, and contract number. Flysheets shall be placed before instructions covering each subject. Instruction sheets shall be approximately 8-1/2 by 11 inches, with large sheets of drawings folded in. Instructions shall include, but not be limited to, the following:

- a. System layout showing piping, valves, and controls.
- b. Approved wiring and control diagrams.
- c. A control sequence describing startup, operation, and shutdown.
- d. Operating and maintenance instructions for each piece of equipment, including lubrication instructions and troubleshooting guide.
- e. Manufacturer's bulletins, cuts, and descriptive data; and parts list and recommended spare parts.

## 1.4 DELIVERY AND STORAGE

All equipment delivered and placed in storage shall be stored with protection from the weather, humidity and temperature variations, dirt and dust, or other contaminants.

## PART 2 PRODUCTS

## 2.1 MATERIALS AND EQUIPMENT

Materials and equipment shall be as specified below and as shown, and shall be suitable for the service intended. Materials and equipment shall be new and unused, except for tests. Where two or more pieces of equipment performing the same function are required, they shall be duplicate products of the same manufacturer.



## 2.2 CENTRIFUGAL WATER PUMPS

The pumps shall be centrifugal, end-suction, Mag-Drive type (ANSIMAG KF6410 or equal), designed for pumping fluid with a concentration of 50% nitric acid and 50% sulfuric acid and shall service in a horizontal configurations. A 25 gallon capacity self-priming chamber shall be used with the pump.

### 2.2.1 Pump Service

The pumps shall be utilized for the Acid Waste/Acid Sewer system

### 2.2.2 Pump Drives

The pumps shall have electric motor driving units and shall be directly connected to the driving units through solid shafts, flexible couplings, or free wheeling clutches (as appropriate).

### 2.2.3 Pump Construction

Except as below specified, centrifugal pumps shall be constructed in accordance with the Hydraulic Institute HI-01.

### 2.2.4 Pump Characteristics

The pumps shall be capable of discharging 400 gpm at a total discharge head of 50 feet measured at the discharge flange.

Pumps shall operate at optimum efficiencies to produce the most economical pumping system under the conditions encountered and shall be sized to make optimum match with the system head curve as shown. Pumps shall furnish not less than 150 percent of rated capacity at a total discharge head of not less than 65 percent of total rated head.

### 2.2.5 Pump Casings

Pump casings shall be solid ductile iron, lined with rotomolded Ethylene-Tetra-Fluoro-Ethylene Copolymer (ETFE) fluoropolymer, 1/8 inch (3mm) minimum.

The casings shall be designed to permit replacement of wearing parts. Pump casings shall be of uniform quality and free from blowholes, porosity, hard spots, shrinkage defects, cracks and other injurious defects. Defects in casings shall not be repaired except when such work is approved and is done by or under the supervision of the pump manufacturer, and then only when the defects are small and do not adversely affect the strength or use of the casing. Casings shall be single or double volute with flanged piping connections conforming to ASME B16.1, Class 125. The direction of shaft rotation shall be conspicuously indicated.

### 2.2.6 Impellers

Impellers shall be of closed type, one piece construction and shall be constructed of carbon fiber filled ETFE fluoropolymer, carefully finished

with smooth water passageways, and shall be statically and dynamically balanced. Impellers shall be securely keyed to the pump shaft.

#### 2.2.7 Main Bushing/Mouth Ring

Main bushing of carbon/graphite or sintered silicon carbide shall be provided for impeller. Mouth ring of carbon fiber PTFE or sintered silicon carbide shall be provided for impeller.

#### 2.2.8 Shaft

Shaft shall be non-rotating and shall be of sintered silicon carbide, accurately machined, and shall be of sufficient size and strength to perform the work required. Shaft shall be fully supported at both ends utilizing front shaft support and rear casings.

#### 2.2.9 Miscellaneous O-Rings

All o-rings used in the pump design shall be capable of withstanding a fluid with a concentration of 50% nitric acid and 50% sulfuric acid.

##### 2.2.9.1 Priming Chamber

A 25 gallon capacity self priming chamber shall be provided for the pump. The chamber shall be Teflon or Polypropylene-lined with fiberglass reinforced plastic over wrap.

#### 2.2.10 Couplings

Pump shall be close coupled.

#### 2.2.11 Balance

All rotating parts of the equipment shall operate throughout the required range without excessive end thrust, vibration, or noise. Defects of this type that cannot be eliminated by installation adjustments will be sufficient cause for rejection of the equipment. Pump impeller assemblies shall be statically and dynamically balanced to within 1/2 percent of  $W$  times  $R$  squared, where  $W$  equals weight and  $R$  equals impeller radius. Shaft construction shall be substantial to prevent seal or bearing failure due to vibration. Total shaft peak-to-peak dynamic deflection measured by vibrometer at pump-seal face shall not exceed 2.0 mils under shutoff-head operating conditions. Flow from 1/4 inch iron pipe size (ips) pipe shall be provided during testing.

#### 2.2.12 Bearings

Bearings shall be ball or roller type, and the main bearings shall take all radial and end thrust. Pumps that depend only on hydraulic balance to overcome end thrust will not be acceptable.

#### 2.2.13 Base Plates

Horizontal-shaft end suction pumps shall be mounted on a factory furnished

non-metallic frame capable of withstanding the corrosive effects of a fluid with a concentration of 50% nitric acid and 50% sulfuric acid.

#### 2.2.14 Piping Connections

The pump suction and discharge shall be provided with flanged connections of suitable size and suitably arranged for piping shown. Pipe flanges shall conform to ASME B16.1 and ASME B16.5. Piping shall be installed to preclude the formation of air pockets.

#### 2.2.15 Finish

Pump shall have a polyamide epoxy primer with a polyurethane top coat.

### 2.3 ELECTRICAL EQUIPMENT

Electrical equipment shall conform to Section 16415 ELECTRICAL WORK, INTERIOR. Electrical motor driven equipment herein specified shall be provided complete with motors, motor starters, and controls. Motor controls, equipment, and wiring shall be in accordance with NFPA 70.

#### 2.3.1 Pump Control System

A. Pump control panel shall be designed but not limited to providing the following features:

- (1) System voltage: 460vac/3 phase/60hz.
- (2) NEMA 4X 40"x30"x12" fiberglass wall mount enclosure
- (3) Two (2) main power distribution block.
- (4) (2) IEC FVNR starters rated for 15hp at 460vac with solid state overloads.
- (5) (2) Molded case circuit breakers with through the door disconnects for each pump.
- (6) Control power transformer with primary and secondary fused protection.
- (7) Pilot Lights with legends for the following:
  - Pump Running for each pump (green)
  - High Water alarm (red)
- (8) Push Buttons with legends for the following
  - Alarm Reset (black)
  - Alarm Silence (black)
- (9) Hand-Off-Auto selector switch for each pump with legends.
- (10) Pump 1/Alt./Pump2 selector switch with legend.
- (11) Standard duplex alternator.

- (12) Lag pump time delay to prevent simultaneous motor starts.
- (13) Phase loss monitor.
- (14) Secondary surge arestor.
- (15) Elapsed time meter for each pump.
- (16) Alarm horn and Alarm flashing stobe light rated for NEMA 4X and mounted on enclosure.
- (17) Dry contacts as required.
- (18) Level control accomplished by ultrasonic level control
- (19) All operators, switches, pilot lights, and mechanisms are rated NEMA 4X and mounted on outer door (no inner door).

B. Liquid level sensor shall be the ultrasonic type(Flowline Echotouch LU30-50-03 or equal) The sensor shall be attached to the I-beam above the well, as indicated on the drawings, and shall send water level signals to the pump controller to start and stop the pumps at the elevations shown on the plans. The ultrasonic switch shall be attached to the I-beam using a mounting bracket (Flowline Side Mount Bracket LM45-70-01 or equal).

## 2.4 EQUIPMENT APPURTENANCES

### 2.4.1 Attachments

All necessary bolts, nuts, washers, bolt sleeves, and other types of attachments for the installation of the equipment shall be furnished with the equipment. Bolts shall conform to the requirements of ASTM A 307 and nuts shall be hexagonal of the same quality as the bolts used. Threads shall be clean-cut and shall conform to ASME B1.1. Bolts, nuts, and washers specified to be galvanized or not otherwise indicated or specified, shall be zinc coated after being threaded, by the hot-dip process conforming to ASTM A 123 or ASTM A 153 as appropriate. Bolts, nuts, and washers specified or indicated to be stainless steel shall be Type 316.

### 2.4.2 Equipment Guards

Equipment driven by open shafts, belts, chains, or gears shall be provided with all-metal guards enclosing the drive mechanism. Guard shall be constructed of galvanized sheet steel or galvanized woven wire or expanded metal set in a frame of galvanized steel members. Guards shall be secured in position by steel braces or straps which will permit easy removal for servicing the equipment. The guards shall conform in all respects to all applicable safety codes and regulations.

### 2.4.3 Tools

A complete set of all special tools which may be necessary for the adjustment, operation, maintenance, and disassembly of all equipment shall

be furnished. Special tools are considered to be those tools which because of their limited use are not normally available, but which are necessary for the particular equipment. Special tools shall be high-grade, smooth, forged, alloy, tool steel. One pressure grease gun for each type of grease required for motors shall also be furnished. All tools shall be delivered at the same time as the equipment to which they pertain. The Contractor shall properly store and safeguard such tools until completion of the work, at which time they shall be delivered to the Contracting Officer.

#### 2.4.4 Shop Painting

All motors, pump casings, and similar parts of equipment customarily finished in the shop shall be thoroughly cleaned, primed, and given two finish coats of paint at the factory in accordance with the recommendations of the manufacturer. Ferrous surfaces not to be painted shall be given a shop coat of grease or other suitable rust-resistant coating.

### PART 3 EXECUTION

#### 3.1 INSTALLATION

Each pump and motor shall be installed in accordance with the written instructions of the manufacturer.

#### 3.2 TESTS

After installation of the pumping units and appurtenances is complete, operating tests shall be carried out to assure that the pumping installation operates properly. Each pumping unit shall be given a running field test in the presence of the Contracting Officer for a minimum of 2 hours. Each pumping unit shall be operated at its rated capacity or such other point on its head-capacity curve selected by the Contracting Officer.

The Contractor shall provide an accurate and acceptable method of measuring the discharge flow. For submersible pumping units, an insulation resistance test of the cable and the motor shall be conducted prior to installation of the pump, during installation of the pump, and after installation is complete. The resistance readings shall not be less than 10 megohms. Tests shall assure that the units and appurtenances have been installed correctly, that there is no objectionable heating, vibration, or noise from any parts, and that all manual and automatic controls function properly. If any deficiencies are revealed during any tests, such deficiencies shall be corrected and the tests shall be reconducted.

#### 3.3 FIELD PAINTING

Stainless steel, galvanized steel, and nonferrous surfaces shall not be painted.

##### 3.3.1 Touch-Up Painting

Factory painted items requiring touching up in the field shall be thoroughly cleaned of all foreign material and shall be primed and topcoated with the manufacturer's standard factory finish.

### 3.3.2 Exposed Ferrous Surfaces

Exposed ferrous surfaces shall be painted with two coats of enamel paint conforming to SSPC Paint 21. Factory primed surfaces shall be solvent-cleaned before painting. Surfaces that have not been factory primed shall be prepared and primed with one coat of SSPC Paint 25 or in accordance with the enamel paint manufacturer's recommendations.

### 3.4 MANUFACTURER'S FIELD SERVICES

The Contractor shall obtain the services of a manufacturer's representative experienced in the installation, adjustment, and operation of the equipment specified. The representative shall supervise the installation, adjustment, and testing of the equipment.

### 3.5 DEMONSTRATION

Upon completion of the work and at a time designated by the Contracting Officer, the services of one or more competent engineers shall be provided by the Contractor for a period of not less than 8 hours to instruct a representative of the Government in the operation and maintenance of equipment furnished under this section of the specifications. These field instructions shall cover all the items contained in the bound instructions.

-- End of Section --

## SECTION 16415

ELECTRICAL WORK, INTERIOR  
**08/96**

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM B 1	(1995) Hard-Drawn Copper Wire
ASTM B 8	(1995) Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
ASTM D 709	(1992; R 1997) Laminated Thermosetting Materials

## NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA FU 1	(1986) Low Voltage Cartridge Fuses
NEMA ICS 1	(1993) Industrial Control and Systems
NEMA ICS 2	(1993) Industrial Control and Systems Controllers, Contactors, and Overload Relays Rated Not More Than 2,000 Volts AC or 750 Volts DC
NEMA ICS 3	(1993) Industrial Control and Systems Factory Built Assemblies
NEMA ICS 6	(1993) Industrial Control and Systems Enclosures
NEMA MG 1	(1993; Rev 1; Rev 2; Rev 3) Motors and Generators
NEMA MG 10	(1994) Energy Management Guide for Selection and Use of Polyphase Motors
NEMA OS 1	(1989) Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports

## NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70	(1996; Errata 96-4) National Electrical
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## Code

NFPA 101 (1997; Errata 97-1) Life Safety Code

## UNDERWRITERS LABORATORIES (UL)

UL 6 (1997) Rigid Metal Conduit

UL 50 (1995; Rev thru Oct 1997) Enclosures for Electrical Equipment

UL 83 (1996; Rev Sep 1997) Thermoplastic-Insulated Wires and Cables

UL 98 (1994; R thru Oct 1995) Enclosed and Dead-Front Switches

UL 198E (1988; Rev Jul 1988) Class R Fuses

UL 467 (1993; Rev thru Aug 1996) Grounding and Bonding Equipment

UL 486A (1997) Wire Connectors and Soldering Lugs for Use with Copper Conductors

UL 486C (1997) Splicing Wire Connectors

UL 489 (1996; Rev thru Nov 1997) Molded-Case Circuit Breakers, Molded-Case Switches, and Circuit-Breaker Enclosures

UL 508 (1993; Rev thru Oct 1997) Industrial Control Equipment

UL 512 (1993; R Dec 1995) Fuseholders

UL 514B (1997) Fittings for Conduit and Outlet Boxes

UL 514C (1996) Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers

UL 674 (1994; Rev thru Feb 1997) Electric Motors and Generators for Use in Division 1 Hazardous (Classified) Locations

UL 845 (1995; Rev Feb 1996) Motor Control Centers

UL 869A (1993; Rev thru Apr 1996) Reference Standard for Service Equipment

UL 1004 (1994; Rev thru Feb 1997) Electric Motor

## 1.2 GENERAL



### 1.2.1 Rules

The installation shall conform to the requirements of NFPA 70 and NFPA 101, unless more stringent requirements are indicated or shown.

### 1.2.2 Coordination

The drawings indicate the extent and the general location and arrangement of equipment, conduit, and wiring. The Contractor shall become familiar with all details of the work and verify all dimensions in the field so that the outlets and equipment shall be properly located and readily accessible.

Outlets, and other equipment and materials shall be located to avoid interference with mechanical or structural features. If any conflicts occur necessitating departures from the drawings, details of and reasons for departures shall be submitted and approved prior to implementing any change. The Contractor shall coordinate electrical work with the electrical drawings and specifications and provide power related wiring.

### 1.2.3 Special Environments

#### 1.2.3.1 Weatherproof Locations

Wiring, Fixtures, and equipment in designated locations shall conform to NFPA 70 requirements for installation in damp or wet locations.

### 1.2.4 Standard Products

Material and equipment shall be a standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening.

### 1.2.5 NAMEPLATES

#### 1.2.5.1 Identification Nameplates

Major items of electrical equipment and major components shall be permanently marked with an identification name to identify the equipment by type or function and specific unit number as indicated. Designation of motors shall coincide with their designation in the motor control center or panel. Unless otherwise specified, identification nameplates shall be made of laminated plastic in accordance with ASTM D 709 with black outer layers and a white core. Edges shall be chamfered. Plates shall be fastened with black-finished round-head drive screws, except motors, or approved nonadhesive metal fasteners. When the nameplate is to be installed on an irregular-shaped object, the Contractor shall devise an approved support suitable for the application and ensure the proper installation of the supports and nameplates. In all instances, the nameplate shall be installed in a conspicuous location. At the option of the Contractor, the equipment manufacturer's standard embossed nameplate material with black paint-filled letters may be furnished in lieu of laminated plastic. The front of each panelboard, motor control center, switchgear, and switchboard shall have a nameplate to indicate the phase letter, corresponding color

and arrangement of the phase conductors. The following equipment, as a minimum, shall be provided with identification nameplates:

Minimum 1/4 inch High Letters	Minimum 1/8 inch High Letters
Panelboards	Control Power Transformers
Starters	Control Devices
Safety Switches	Instrument Transformers
Equipment Enclosures	
Motors	

#### 1.2.6 As-Built Drawings

Following the project completion or turnover, within 30 days the Contractor shall furnish 2 sets of as-built drawings to the Contracting Officer.

#### 1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

##### SD-01 Data

Manufacturer's Catalog; GA.

Data composed of catalog cuts, brochures, circulars, specifications, product data, and printed information in sufficient detail and scope to verify compliance with the requirements of the contract documents.

Material, Equipment, and Fixture Lists; GA.

A complete itemized listing of equipment and materials proposed for incorporation into the work. Each entry shall include an item number, the quantity of items proposed, and the name of the manufacturer of each item.

As-Built Drawings; GA.

The as-built drawings shall be a record of the construction as installed. The drawings shall include all the information shown on the contract drawings, deviations, modifications, and changes from the contract drawings, however minor. The as-built drawings shall be kept at the job site and updated daily. The as-built drawings shall be a full-sized set of prints marked to reflect all deviations, changes, and modifications. The as-built drawings shall be complete and show the location, size, dimensions, part identification, and other information. Additional sheets may be added. The as-built drawings shall be jointly inspected for accuracy and completeness by the Contractor's quality control representative and by the Contracting Officer prior to the submission of each monthly pay estimate. Upon completion of the work, the Contractor shall submit three full sized sets of the marked prints to the Contracting Officer for approval. If upon review, the as-built drawings are found to

contain errors and/or omissions, they will be returned to the Contractor for correction. The Contractor shall correct and return the as-built drawings to the Contracting Officer for approval within ten calendar days from the time the drawings are returned to the Contractor.

Materials and Equipment; GA.

The label or listing of the Underwriters Laboratories, Inc., will be accepted as evidence that the materials or equipment conform to the applicable standards of that agency. In lieu of this label or listing, a statement from a nationally recognized, adequately equipped testing agency indicating that the items have been tested in accordance with required procedures and that the materials and equipment comply with all contract requirements will be accepted. However, materials and equipment installed in hazardous locations must bear the UL label unless the data submitted from other testing agency is specifically approved in writing by the Contracting Officer. Items which are required to be listed and labeled in accordance with Underwriters Laboratories must be affixed with a UL label that states that it is UL listed. No exceptions or waivers will be granted to this requirement. Materials and equipment will be approved based on the manufacturer's published data.

For other than equipment and materials specified to conform to UL publications, a manufacturer's statement indicating complete compliance with the applicable standard of the American Society for Testing and Materials, National Electrical Manufacturers Association, or other commercial standard, is acceptable.

#### 1.4 WORKMANSHIP

Materials and equipment shall be installed in accordance with NFPA 70, recommendations of the manufacturer, and as shown.

### PART 2 PRODUCTS

Products shall conform to the respective publications and other requirements specified below. Materials and equipment not listed below shall be as specified elsewhere in this section. Items of the same classification shall be identical including equipment, assemblies, parts, and components.

#### 2.1 CABLES AND WIRES

Conductors No. 8 AWG and larger diameter shall be stranded. Conductors No. 10 AWG and smaller diameter shall be solid, except that conductors for remote control, alarm, and signal circuits, classes 1, 2, and 3, shall be stranded unless specifically indicated otherwise. Conductor sizes and ampacities shown are based on copper, unless indicated otherwise. All conductors shall be copper.

##### 2.1.1 Equipment Manufacturer Requirements

When manufacturer's equipment requires copper conductors at the terminations or requires copper conductors to be provided between

components of equipment, provide copper conductors or splices, splice boxes, and other work required to meet manufacturer's requirements.

#### 2.1.2 Insulation

Unless indicated otherwise, or required by NFPA 70, power and lighting wires shall be 600-volt, Type THWN, THHN, or THW conforming to UL 83, except that grounding wire may be type TW conforming to UL 83; remote-control and signal circuits shall be Type TW, THW or TF, conforming to UL 83.

#### 2.1.3 Bonding Conductors

ASTM B 1, solid bare copper wire for sizes No. 8 AWG and smaller diameter; ASTM B 8, Class B, stranded bare copper wire for sizes No. 6 AWG and larger diameter.

### 2.2 CONDUIT

#### 2.2.1 Rigid Metal Conduit

UL 6.

### 2.3 CONDUIT AND DEVICE BOXES AND FITTINGS

#### 2.3.1 Boxes, Metallic Outlet

NEMA OS 1 and UL 514C.

#### 2.3.2 Boxes, Switch (Enclosed), Surface-Mounted

UL 98.

#### 2.3.3 Fittings for Conduit and Outlet Boxes

UL 514B.

### 2.4 CONNECTORS, WIRE PRESSURE

#### 2.4.1 For Use With Copper Conductors

UL 486A.

### 2.5 ELECTRICAL GROUNDING AND BONDING EQUIPMENT

UL 467.

### 2.6 ENCLOSURES

NEMA ICS 6 unless otherwise specified.

#### 2.6.1 Cabinets and Boxes

Cabinets and boxes with volume greater than 100 cubic inches shall be in

accordance with UL 50, hot-dip, zinc-coated, if sheet steel.

#### 2.6.2 Circuit Breaker Enclosures

UL 489.

#### 2.7 LOW-VOLTAGE FUSES AND FUSEHOLDERS

##### 2.7.1 Fuses, Low Voltage Cartridge Type

NEMA FU 1.

##### 2.7.2 Fuses, Class R

UL 198E.

##### 2.7.3 Fuseholders

UL 512.

#### 2.8 MOTORS, AC, FRACTIONAL AND INTEGRAL

Motors, ac, fractional and integral horsepower, 500 hp and smaller shall conform to NEMA MG 1 and UL 1004 for motors; NEMA MG 10 for energy management selection of polyphase motors; and UL 674 for use of motors in hazardous (classified) locations.

##### 2.8.1 Rating

The horsepower rating of motors should be limited to no more than 125 percent of the maximum load being served unless a NEMA standard size does not fall within this range. In this case, the next larger NEMA standard motor size should be used.

##### 2.8.2 Motor Efficiencies

All permanently wired polyphase motors of 1 hp or more shall meet the minimum full-load efficiencies as indicated in the following table, and as specified in this specification. Motors of 1 hp or more with open, drip proof or totally enclosed fan cooled enclosures shall be high efficiency type, unless otherwise indicated. Motors provided as an integral part of motor driven equipment are excluded from this requirement if a minimum seasonal or overall efficiency requirement is indicated for that equipment by the provisions of another section.

Minimum Motor Efficiencies

HP Efficiency	Std. Efficiency	High
1	77.0	85.5
1.5	78.5	85.5
2	78.5	85.5
3	78.5	88.5

## Minimum Motor Efficiencies

HP	Std. Efficiency	High
Efficiency		
5	82.5	88.5
7.5	84.0	90.0
10	85.5	90.0

## 2.9 MOTOR CONTROLS

## 2.9.1 General

NEMA ICS 1, NEMA ICS 2, NEMA ICS 3 and NEMA ICS 6, and UL 508 and UL 845. Panelboards supplying non-linear loads shall have neutrals sized for 200 percent of rated current.

## 2.9.2 Motor Starters

Combination starters shall be provided with circuit breakers.

## 2.9.3 Thermal-Overload Protection

Each motor of 1/8 hp or larger shall be provided with thermal-overload protection. Polyphase motors shall have overload protection in each ungrounded conductor. The overload-protection device shall be provided either integral with the motor or controller, or shall be mounted in a separate enclosure. Unless otherwise specified, the protective device shall be of the manually reset type. Single or double pole tumbler switches specifically designed for alternating-current operation only may be used as manual controllers for single-phase motors having a current rating not in excess of 80 percent of the switch rating.

## 2.9.4 Low-Voltage Motor Overload Relays

## 2.9.4.1 General

Solid State overload relays shall conform to NEMA ICS 2 and UL 508. Overload protection shall be provided either integral with the motor or motor controller, and shall be rated in accordance with the requirements of NFPA 70.

## 2.9.4.2 Construction

Manual reset type thermal relay shall be melting alloy or bimetallic construction. Automatic reset type thermal relays shall be bimetallic construction. Magnetic current relays shall consist of a contact mechanism and a dash pot mounted on a common frame.

## 2.9.4.3 Ratings

Voltage ratings shall be not less than the applicable circuit voltage. Trip current ratings shall be established by selection of the replaceable overload device and shall not be adjustable. Where the controller is

remotely-located or difficult to reach, an automatic reset, non-compensated overload relay shall be provided. Manual reset overload relays shall be provided otherwise, and at all locations where automatic starting is provided. Where the motor is located in a constant ambient temperature, and the thermal device is located in an ambient temperature that regularly varies by more than minus 18 degrees F, an ambient temperature-compensated overload relay shall be provided.

#### 2.9.5 Automatic Control Devices

##### 2.9.5.1 Direct Control

Automatic control devices (such as thermostats, float or pressure switches) which control the starting and stopping of motors directly shall be designed for that purpose and have an adequate horsepower rating.

##### 2.9.5.2 Pilot-Relay Control

Where the automatic-control device does not have such a rating, a magnetic starter shall be used, with the automatic-control device actuating the pilot-control circuit.

##### 2.9.5.3 Manual/Automatic Selection

- a. Where combination manual and automatic control is specified and the automatic-control device operates the motor directly, a double-throw, three-position tumbler or rotary switch (marked MANUAL-OFF-AUTOMATIC) shall be provided for the manual control.
- b. Where combination manual and automatic control is specified and the automatic-control device actuates the pilot control circuit of a magnetic starter, the magnetic starter shall be provided with a three-position selector switch marked MANUAL-OFF-AUTOMATIC.
- c. Connections to the selector switch shall be such that; only the normal automatic regulatory control devices will be bypassed when the switch is in the Manual position; all safety control devices, such as low-or high-pressure cutouts, high-temperature cutouts, and motor-overload protective devices, shall be connected in the motor-control circuit in both the Manual and the Automatic positions of the selector switch. Control circuit connections to any MANUAL-OFF-AUTOMATIC switch or to more than one automatic regulatory control device shall be made in accordance with wiring diagram approved by the Contracting Officer unless such diagram is included on the drawings. All controls shall be 120 volts or less unless otherwise indicated.

#### 2.10 Service Entrance Equipment

UL 869A.

#### 2.11 SPLICE, CONDUCTOR

UL 486C.

### PART 3 EXECUTION

#### 3.1 GROUNDING

Grounding shall be in conformance with NFPA 70, the contract drawings, and the following specifications.

##### 3.1.1 Grounding Conductors

A green equipment grounding conductor, sized in accordance with NFPA 70 shall be provided, regardless of the type of conduit. All equipment grounding conductors, including metallic raceway systems used as such, shall be bonded or joined together in each wiring box or equipment enclosure. Metallic raceways and grounding conductors shall be checked to assure that they are wired or bonded into a common junction. Metallic boxes and enclosures, if used, shall also be bonded to these grounding conductors by an approved means per NFPA 70.

#### 3.2 WIRING METHODS

Wiring shall conform to NFPA 70, the contract drawings, and the following specifications. Unless otherwise indicated, wiring shall consist of insulated conductors installed in rigid zinc-coated steel conduit intermediate metal conduit. Wire fill in conduits shall be based on NFPA 70 for the type of conduit and wire insulations specified.

##### 3.2.1 Conduit Systems

Conduit and tubing systems shall be installed as indicated. Conduit sizes shown are based on use of copper conductors with insulation types as described in paragraph WIRING METHODS. Minimum size of raceways shall be 1/2 inch. Only metal conduits will be permitted when conduits are required for shielding or other special purposes indicated, or when required by conformance to NFPA 70. Bushings, manufactured fittings or boxes providing equivalent means of protection shall be installed on the ends of all conduits and shall be of the insulating type, where required by NFPA 70. Only UL listed adapters shall be used to connect EMT to rigid metal conduit, cast boxes, and conduit bodies. Raceways shall not be installed under the firepits of boilers and furnaces and shall be kept 6 inches away from parallel runs of flues, steam pipes and hot-water pipes. Raceways shall be concealed within finished walls, ceilings, and floors unless otherwise shown. Raceways crossing structural expansion joints or seismic joints shall be provided with suitable expansion fittings or other suitable means to compensate for the building expansion and contraction and to provide for continuity of grounding.

##### 3.2.1.1 Pull Wires

A pull wire shall be inserted in each empty raceway in which wiring is to be installed if the raceway is more than 50 feet in length and contains more than the equivalent of two 90-degree bends, or where the raceway is more than 150 feet in length. The pull wire shall be of No. 14 AWG zinc-coated steel, or of plastic having not less than 200 pounds per



square inch tensile strength. Not less than 10 inches of slack shall be left at each end of the pull wire.

#### 3.2.1.2 Changes in Direction of Runs

Changes in direction of runs shall be made with symmetrical bends or cast-metal fittings. Field-made bends and offsets shall be made with an approved hickey or conduit-bending machine. Crushed or deformed raceways shall not be installed. Trapped raceways in damp and wet locations shall be avoided where possible. Lodgment of plaster, dirt, or trash in raceways, boxes, fittings and equipment shall be prevented during the course of construction. Clogged raceways shall be cleared of obstructions or shall be replaced.

#### 3.2.1.3 Supports

Metallic conduits and tubing, and the support system to which they are attached, shall be securely and rigidly fastened in place to prevent vertical and horizontal movement at intervals of not more than 10 feet and within 3 feet of boxes, cabinets, and fittings, with approved pipe straps, wall brackets, conduit clamps, conduit hangers, threaded C-clamps, beam clamps, or ceiling trapeze. Loads and supports shall be coordinated with supporting structure to prevent damage or deformation to the structure. Loads shall not be applied to joist bridging. Attachment shall be by wood screws or screw-type nails to wood; by toggle bolts on hollow masonry units; by expansion bolts on concrete or brick; by machine screws, welded threaded studs, heat-treated or spring-steel-tension clamps on steel work. Nail-type nylon anchors or threaded studs driven in by a powder charge and provided with lock washers and nuts may be used in lieu of expansion bolts or machine screws. Raceways or pipe straps shall not be welded to steel structures. Cutting the main reinforcing bars in reinforced concrete beams or joists shall be avoided when drilling holes for support anchors. Holes drilled for support anchors, but not used, shall be filled. In partitions of light steel construction, sheet-metal screws may be used. Raceways shall not be supported using wire or nylon ties. Raceways shall be independently supported from the structure. Upper raceways shall not be used as a means of support for lower raceways. Supporting means shall not be shared between electrical raceways and mechanical piping or ducts. Cables and raceways shall not be supported by ceiling grids. Except where permitted by NFPA 70, wiring shall not be supported by ceiling support systems. Conduits shall be fastened to sheet-metal boxes and cabinets with two locknuts where required by NFPA 70, where insulating bushings are used, and where bushings cannot be brought into firm contact with the box; otherwise, a single locknut and bushing may be used. Threadless fittings for electrical metallic tubing shall be of a type approved for the conditions encountered. Additional support for horizontal runs is not required when EMT rests on steel stud cutouts.

#### 3.2.1.4 Exposed Raceways

Exposed raceways shall be installed parallel or perpendicular to walls, structural members, or intersections of vertical planes and ceilings. Raceways under raised floors and above accessible ceilings shall be considered as exposed installations in accordance with NFPA 70 definitions.

### 3.2.2 Cables and Conductors

Installation shall conform to the requirements of NFPA 70. Covered, bare or insulated conductors of circuits rated over 600 volts shall not occupy the same equipment wiring enclosure, cable, or raceway with conductors of circuits rated 600 volts or less.

#### 3.2.2.1 Sizing

Unless otherwise noted, all sizes are based on copper conductors and the insulation types indicated. Sizes shall be not less than indicated. Branch-circuit conductors shall be not smaller than No. 12 AWG. Conductors for branch circuits of 120 volts more than 100 feet long and of 277 volts more than 230 feet long, from panel to load center, shall be no smaller than No. 10 AWG. Class 1 remote control and signal circuit conductors shall be not less than No. 14 AWG. Class 2 remote control and signal circuit conductors shall be not less than No. 16 AWG. Class 3 low-energy, remote-control and signal circuits shall be not less than No. 22 AWG.

#### 3.2.2.2 Cable Splicing

Splices shall be made in an accessible location. Crimping tools and dies shall be approved by the connector manufacturer for use with the type of connector and conductor.

- a. Copper Conductors, 600 Volt and Under: Splices in conductors No. 10 AWG and smaller diameter shall be made with an insulated, pressure-type connector. Splices in conductors No. 8 AWG and larger diameter shall be made with a solderless connector and insulated with tape or heat-shrink type insulating material equivalent to the conductor insulation.

### 3.3 BOXES AND SUPPORTS

Boxes shall be provided in the wiring or raceway systems where required by NFPA 70 for pulling of wires, making connections, and mounting of devices or fixtures. Pull boxes shall be furnished with screw-fastened covers. Indicated elevations are approximate, except where minimum mounting heights for hazardous areas are required by NFPA 70.

#### 3.3.1 Box Applications

Each box shall have not less than the volume required by NFPA 70 for number of conductors enclosed in box. Boxes for metallic raceways, 4 by 4 inch nominal size and smaller, shall be of the cast-metal hub type when located in normally wet locations, when flush and surface mounted on outside of exterior surfaces, or when located in hazardous areas. Cast-metal boxes installed in wet locations and boxes installed flush with the outside of exterior surfaces shall be gasketed. Large size boxes shall be NEMA 4X or as shown. Boxes in other locations shall be sheet steel except that aluminum boxes may be used with aluminum conduit, and nonmetallic boxes may

be used with nonmetallic conduit and tubing or nonmetallic sheathed cable system, when permitted by NFPA 70. Boxes for use in masonry-block or tile walls shall be square-cornered, tile-type, or standard boxes having square-cornered, tile-type covers.

### 3.3.2 Brackets and Fasteners

Boxes and supports shall be fastened to wood with wood screws or screw-type nails of equal holding strength, with bolts and metal expansion shields on concrete or brick, with toggle bolts on hollow masonry units, and with machine screw or welded studs on steel work. Threaded studs driven in by powder charge and provided with lockwashers and nuts, or nail-type nylon anchors may be used in lieu of expansion shields, or machine screws. Penetration of more than 1-1/2 inches into reinforced-concrete beams or more than 3/4 inch into reinforced-concrete joists shall avoid cutting any main reinforcing steel. The use of brackets which depend on gypsum wallboard or plasterboard for primary support will not be permitted. In partitions of light steel construction, bar hangers with 1 inch long studs, mounted between metal wall studs or metal box mounting brackets shall be used to secure boxes to the building structure. When metal box mounting brackets are used, additional box support shall be provided on the side of the box opposite the brackets. This additional box support shall consist of a minimum 12 inch long section of wall stud, bracketed to the opposite side of the box and secured by two screws through the wallboard on each side of the stud. Metal screws may be used in lieu of the metal box mounting brackets.

### 3.4 FUSES

Equipment provided under this contract shall be provided with a complete set of properly rated fuses when the equipment manufacturer utilize fuses in the manufacture of the equipment, or if current-limiting fuses are required to be installed to limit the ampere-interrupting capacity of circuit breakers or equipment to less than the maximum available fault current at the location of the equipment to be installed. Fuses shall have a voltage rating of not less than the phase-to-phase circuit voltage, and shall have the time-current characteristics required for effective power system coordination. Time-delay and non-time-delay options shall be as shown.

#### 3.4.1 Cartridge Fuses; Current-Limiting Type

Cartridge fuses, current-limiting type, Class RK5 shall have tested interrupting capacity not less than 200,000 amperes. Fuse holders shall be the type that will reject all Class H fuses.

### 3.5 MOTORS

Each motor shall conform to the hp and voltage ratings indicated, and shall have a service factor and other characteristics that are essential to the proper application and performance of the motors under conditions shown or specified. Three-phase motors for use on 3-phase 208-volt systems shall have a nameplate rating of 200 volts. Unless otherwise specified, all motors shall have open frames, and continuous-duty classification based on

a 40 degree C ambient temperature reference. Polyphase motors shall be squirrel-cage type, having normal-starting-torque and low-starting-current characteristics, unless other characteristics are specified in other sections of these specifications or shown on contract drawings. The Contractor shall be responsible for selecting the actual horsepower ratings and other motor requirements necessary for the applications indicated. When electrically driven equipment furnished under other sections of these specifications materially differs from the design, the Contractor shall make the necessary adjustments to the wiring, disconnect devices and branch-circuit protection to accommodate the equipment actually installed.

### 3.6 MOTOR CONTROL

Each motor or group of motors requiring a single control shall be provided under other sections of these specifications with a suitable controller and devices that will perform the functions as specified for the respective motors. Each motor of 1/8 hp or larger shall be provided with thermal-overload protection. Polyphase motors shall have overload protection in each ungrounded conductor. The overload-protection device shall be provided either integral with the motor or controller, or shall be mounted in a separate enclosure. Unless otherwise specified, the protective device shall be of the manually reset type. Single or double pole tumbler switches specifically designed for alternating-current operation only may be used as manual controllers for single-phase motors having a current rating not in excess of 80 percent of the switch rating. Automatic control devices such as thermostats, float or pressure switches may control the starting and stopping of motors directly, provided the devices used are designed for that purpose and have an adequate horsepower rating. When the automatic-control device does not have such a rating, a magnetic starter shall be used, with the automatic-control device actuating the pilot-control circuit. When combination manual and automatic control is specified and the automatic-control device operates the motor directly, a double-throw, three-position tumbler or rotary switch shall be provided for the manual control; when the automatic-control device actuates the pilot control circuit of a magnetic starter, the latter shall be provided with a three-position selector switch marked MANUAL-OFF-AUTOMATIC. Connections to the selector switch shall be such that only the normal automatic regulatory control devices will be bypassed when the switch is in the Manual position; all safety control devices, such as low- or high-pressure cutouts, high-temperature cutouts, and motor-overload protective devices, shall be connected in the motor-control circuit in both the Manual and the Automatic positions of the selector switch. Control circuit connections to any MANUAL-OFF-AUTOMATIC switch or to more than one automatic regulatory control device shall be made in accordance with wiring diagram approved by the Contracting Officer unless such diagram is included on the drawings. All controls shall be 120 volts or less unless otherwise indicated.

#### 3.6.1 Contacts

Unless otherwise indicated, contacts in miscellaneous control devices such as float switches, pressure switches, and auxiliary relays shall have current and voltage ratings in accordance with NEMA ICS 2 for rating

designation B300.

### 3.6.2 Safety Controls

Safety controls for boilers shall be connected to a 2-wire, 120 volt grounded circuit supplied from the associated boiler-equipment circuit. Where the boiler circuit is more than 120 volts to ground, safety controls shall be energized through a two-winding transformer having its 120 volt secondary winding grounded. Overcurrent protection shall be provided in the ungrounded secondary conductor and shall be sized for the load encountered.

### 3.7 MOTOR-DISCONNECT MEANS

Each motor shall be provided with a disconnecting means when required by NFPA 70 even though not indicated. For single-phase motors, a single or double pole toggle switch, rated only for alternating current, will be acceptable for capacities less than 30 amperes, provided the ampere rating of the switch is at least 125 percent of the motor rating. Switches shall disconnect all ungrounded conductors.

### 3.8 EQUIPMENT CONNECTIONS

Wiring not furnished and installed under other sections of the specifications for the connection of electrical equipment as indicated on the drawings shall be furnished and installed under this section of the specifications. Connections shall comply with the applicable requirements of paragraph WIRING METHODS. Flexible conduits 6 feet or less in length shall be provided to all electrical equipment subject to periodic removal, vibration, or movement and for all motors. All motors shall be provided with separate grounding conductors. Liquid-tight conduits shall be used in damp or wet locations.

#### 3.8.1 Motors and Motor Control

Motors, motor controls, and motor control centers shall be installed in accordance with NFPA 70, the manufacturer's recommendations, and as indicated. Wiring shall be extended to motors, motor controls, and motor control centers and terminated.

#### 3.8.2 Installation of Government-Furnished Equipment

Wiring shall be extended to the equipment and terminated.

### 3.9 PAINTING AND FINISHING

Field-applied paint on exposed surfaces shall be provided under Section 09900 PAINTING, GENERAL.

### 3.10 REPAIR OF EXISTING WORK

The work shall be carefully laid out in advance, and where cutting, channeling, chasing, or drilling of floors, walls, partitions, ceiling, or other surfaces is necessary for the proper installation, support, or

anchorage of the conduit, raceways, or other electrical work, this work shall be carefully done, and any damage to building, piping, or equipment shall be repaired by skilled mechanics of the trades involved at no additional cost to the Government.

### 3.11 FIELD TESTING

Field testing shall be performed in the presence of the Contracting Officer. The Contractor shall notify the Contracting Officer 5 days prior to conducting tests. The Contractor shall furnish all materials, labor, and equipment necessary to conduct field tests. The Contractor shall perform all tests and inspection recommended by the manufacturer unless specifically waived by the Contracting Officer. The Contractor shall maintain a written record of all tests which includes date, test performed, personnel involved, devices tested, serial number and name of test equipment, and test results. All field test reports will be signed and dated by the Contractor.

#### 3.11.1 Safety

The Contractor shall provide and use safety devices such as rubber gloves, protective barriers, and danger signs to protect and warn personnel in the test vicinity. The Contractor shall replace any devices or equipment which are damaged due to improper test procedures or handling.

#### 3.11.2 Cable Tests

##### 3.11.2.1 Low Voltage Cable Tests

- a. Continuity test.
- b. Insulation resistance test.

-- End of Section --